

(323) 881-2401

July 3, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**FIRE PROTECTION AGREEMENT STATE OF CALIFORNIA – COUNTY OF LOS ANGELES (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES:**

1. Find that this Agreement is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines.
2. Approve a three-year Agreement between the State of California Department of Forestry and Fire Protection (State) and the County of Los Angeles.
3. Instruct the Chair of the Board to sign the Agreement.
4. Authorize the Consolidated Fire Protection District of Los Angeles County (District), pursuant to County Code Section 2.20.080, to provide fire protection services to the State Responsibility Areas covering the period from July 1, 2002 through June 30, 2005, and to receive compensation for such services in the amount of \$31,067,332 under the above Agreement.
5. Authorize the Fire Chief of the District, to review and update the Operating Plan on an annual basis.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Assume responsibility for fire protection services to the State Responsibility Areas covering the period from July 1, 2002 through June 30, 2005, and to receive compensation for such services in the amount of \$31,067,332 under the above Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In conformance with provisions of the Public Resources Code, Section 4125, et seq., your Board is requested to approve the attached Agreement with the California Department of Forestry and the County. The Agreement will allow the District through the County to be compensated for the prevention and suppression of fires on 518,655 acres of State Responsibility Areas. This acreage includes privately owned watershed lands and portions of the unincorporated land area of the County that is protected by the District. There is a shared wildland/fire protection responsibility for this acreage pursuant to the County Charter and the Public Resources Code provisions which govern State Responsibility Areas.

This three-year Agreement provides fire protection services to over .5 million State Responsibility Area acres in the County for which the District will be compensated \$31,067,332. This renewed Agreement allows the State to pay the County for fire services rendered by the District from July 1, 2002 through June 30, 2005.

Due to State delays, a new contract remains to be executed, however, the existing contract is automatically extended on the same terms and conditions. Renewal agreements are retroactive to the end of the term of the present Agreement until a new contract is executed. Payment will be received for services rendered following the original contract agreement date of June 30, 2002.

Under County Policy/Procedures – Timely Submission of Contracts for Board Approval (Item No. 65, Agenda of September 12, 2000) proposed contracts which include a retroactive effective date are exempt when the County is receiving funds from a higher level of government such as the State.

This Agreement has been approved as to form by County Counsel.  
The Honorable Board of Supervisors

July 3, 2003

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### **FISCAL IMPACT/FINANCING**

The State of California will pay the County of Los Angeles the sum of \$9,439,232 for Fiscal Year 2002-2003, \$10,091,970 for Fiscal Year 2003-2004, and \$10,632,374 for Fiscal Year 2004-2005 for fire protection and fire prevention services. These amounts will be passed through to the District as the service provider. There is a \$903,756.00 contingency for future increases. Contractual compensation to the County is based upon what the State would spend if it were providing protection directly. Therefore, the two succeeding years' reimbursement is dependent upon the State's budget and legislative action for budget reduction and/or additional augmentation funding.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to the provisions of the Public Resources Code, the State has elected to contract with the County for its legally required financial share of fire protection responsibility in this designated area. Based on the County's fire protection capability, efficiency and qualifications, an agreement is executed between the County and the State of California which provides for payment to the County for fire protection services rendered in State Responsibility Areas. This three-year Agreement provides for State reimbursement totaling \$31,067,332, including \$9,439,232 for Fiscal Year 2002-2003. Actual reimbursement rates will be adjusted annually through the Gray Book (Exhibit F to the Agreement) based upon the level of funds appropriated by the State for this purpose. Pursuant to County Code Section 2.20.080, the District will provide the fire protection services and receive compensation.

As specified by the Agreement, an Operating Plan is required and is attached as part of the Agreement (Exhibit G). The Operating Plan specifies the officers and employees of the District and the guidelines and information necessary to properly implement the terms and conditions of the Agreement.

In addition to Los Angeles County, the Counties of Kern, Marin, Orange, Santa Barbara and Ventura have entered into similar agreements and are commonly known as the "Contract Counties." These Counties provide direct protection to approximately 3.4 million acres of State Responsibility Area.

The Honorable Board of Supervisors  
July 3, 2003  
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**CONCLUSION**

Please have your Executive Office return seven copies of the executed Agreement to this office for further processing and transmittal to the California Department of Forestry for execution by the State.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:MAW:lyg

Attachment

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
California Department of Forestry and Fire Protection

CONTRACTOR'S NAME  
County of Los Angeles

2. The term of this Agreement is: 7/1/02 through 6/30/05

3. The maximum amount of this Agreement is \$ 31,067,332 for "Gray Book"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

STD 213 Additional Signature(s)	1 page
Exhibit A - Scope of Work	8 pages
Exhibit B - Budget Detail and Payment Provisions	2 pages
Exhibit C* - General Terms and Conditions	GTC 201

Check mark one item below as Exhibit D:

- ☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 4 pages
- ☐ Exhibit - D\* Special Terms and Conditions
- ☐ Exhibit E - Assignment of Agreement

Exhibit F - Gray Book (*incorporated by reference - Hard Copy and CDF Intranet*) Gray Book

Exhibit G - Operating Plan (*incorporated by reference - Hard Copy and CDF Intranet*) LAC Op Plan

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language/default.htm](http://www.ols.dgs.ca.gov/Standard+Language/default.htm)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (*if other than an individual, state whether a corporation, partnership, etc.*)

County of Los Angeles

BY (*Authorized Signature*)

DATE SIGNED(*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

Yvonne Brathwaite Burke, Chair  
Los Angeles County Board of Supervisors

ADDRESS Kenneth Hahn Hall of Administration  
500 W. Temple St. Room 866  
Los Angeles, CA 90012

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Forestry and Fire Protection

BY (*Authorized Signature*)

DATE SIGNED(*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

James M. Wright, Acting Chief Deputy Director

ADDRESS  
P.O. Box 944246,  
Sacramento, CA 94244-2460

*California Department of General  
Services Use Only*

☐ Exempt per:

**STD 213**  
**ADDITIONAL SIGNATURES**

CALIFORNIA SOUTHERN REGION  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Region Chief\_\_\_\_\_

Title

Date \_\_\_\_\_

**EXHIBIT A**  
**(Standard For Contract County Fire Protection Agreements)**

**SCOPE OF WORK**

1. The project representatives during the term of this agreement will be:

State Agency: California Department of Forestry and Fire Protection	Contractor: County of Los Angeles
Name: Deputy Chief, Contract Counties	Name: Fire Chief, Los Angeles County Fire Department
Phone: (909) 320-6102	Phone: (323) 881-2401
Fax: (909) 320-6395	Fax: (323) 265-9948

Direct all inquiries to:

State Agency: California Department of Forestry and Fire Protection	Contractor: County of Los Angeles
Section/Unit: California Southern Region	Section/Unit: Los Angeles County Fire Department
Attention: Deputy Chief, Contract Counties	Attention: Fire Chief
Address: 2524 Mulberry St., Riverside, CA 92501	Address: 1320 North Eastern Avenue Los Angeles, CA 90063-3294
Phone: (909) 320-6102	Phone: (323) 881-2401
Fax: (909) 320-6395	Fax: (323) 265-9948

2. THIS AGREEMENT, made between the County of Los Angeles, through its

Board of Supervisors, hereinafter called COUNTY, and the State of California, Department of Forestry and Fire Protection (CDF), through duly appointed, qualified, and acting officers, hereinafter called STATE. Where the standard clauses, for example in Exhibit C, use the word "Contractor" that word shall mean COUNTY as COUNTY is used in this agreement.

The STATE and the COUNTY agree that the background of this agreement is as follows:

**RECITALS**

- A. There are within COUNTY areas designated by the State Board of Forestry as State Responsibility Areas for fire protection through authority vested in STATE by Section 4125 of the Public Resources Code.
- B. STATE, under authority of Public Resources Code Section 4141, may assign responsibility to a Federal Forest Agency within COUNTY for the

prevention and suppression of all fires on State Responsibility Areas within Federal Forest Agency's Direct Protection Areas.

- C. Designated State Responsibility Areas in Federal Forest Agency's Direct Protection Areas are delineated on maps on file with STATE in Sacramento, California.
- D. COUNTY, by authority of Public Resources Code Section 4129, has elected to assume responsibility for the prevention and suppression of all fires on State Responsibility Areas within COUNTY's SRA Protection Areas (CPA).
- E. Designated State Responsibility Areas in COUNTY's SRA Protection Areas are delineated on maps on file with STATE in Sacramento, California.
- F. STATE recognizes the capability and efficiency of the COUNTY fire protection organization now maintained by the COUNTY and its qualification to provide the fire protection services described within this agreement.
- G. COUNTY has the responsibility for providing life and property fire protection in areas designated as State Responsibility Areas within COUNTY SRA Protection Areas.
- H. Under the Budget Act, and in accordance with the STATE's Fire Protection Plan, there is annually appropriated to the Department of Forestry and Fire Protection from the General Fund of the STATE, monies for wildland fire protection in said COUNTY.
- I. Under the authority of Section 4135 of the Public Resources Code, monies paid by STATE to COUNTY shall be expended by COUNTY for the sole purpose to fund the fire suppression resources outlined in the "Gray Book", incorporated by reference and marked Exhibit F of this Agreement, for fire prevention, pre-suppression forces preparedness, and suppression of all fires on State Responsibility Areas within COUNTY's SRA Protection Areas; and
- J. STATE, by authority of Section 4475 of the Public Resources Code, may enter into contracts for prescribed burning on wildlands.

3. The STATE and the COUNTY agree that the following work shall be done under this agreement



- A. STATE shall supply to COUNTY, the "Gray Book", which outlines and describes the organization to be funded by the STATE to provide fire protection services on a total of approximately 518,655 acres of State Responsibility Area within COUNTY's SRA Protection Areas.
- B. COUNTY shall provide to STATE a plan of operations and organization for the COUNTY department contemplated hereunder on forms approved by the STATE, a copy of which is attached marked Exhibit G of this Agreement, which shall show that COUNTY organization is capable of meeting the requirements set forth in the "Gray Book."
- C. STATE shall jointly develop and annually review an Operating Plan with the COUNTY that will document those factors specific to that COUNTY. The factors may include specific dispatching procedures, pre-approved initial attack dispatch levels, agency fire protection organization, reimbursement criteria, and other elements agreed to by the STATE and the COUNTY.
- D. The STATE'S designated representative shall annually examine, on-the-ground with the COUNTY'S designated representative, the facilities and services the COUNTY has made available in order to ascertain whether the terms of the agreement have been met. Notwithstanding the foregoing, COUNTY shall permit inspection, at any time by representatives of STATE, of crews, vehicles, property and other components of the organization established under the terms of this agreement.
- E. Should the operations or organization of COUNTY, in judgement of the STATE, fail to meet the standard of protection required by this agreement, the STATE shall so inform COUNTY and take any reasonable action to maintain the required level of fire prevention and suppression capability.
- F. For the purpose of effecting mutual aid in times of fire emergency, either STATE or COUNTY may contribute without cost to the other, such persons and facilities as the contributing party may be willing and able to contribute, and which the receiving party may be willing to accept and direct; this provision shall not abrogate the terms and conditions specified in any other written agreement entered into by the parties hereto, for the specific purpose of exchanging fire control forces, either on a voluntary or upon a pay basis.
- G. Rewards as provided in Public Resources Code Section 4417, may be paid by STATE from funds not included in this contract upon recommendation of the Chief of the COUNTY department.

- H. COUNTY shall furnish adequate supervision for said fire protection through a qualified and duly appointed Chief Officer of the department providing services contemplated hereunder. When it becomes necessary to contract for the services of other entities to suppress a wildland fire on State Responsibility Area within COUNTY's SRA Protection Areas, STATE agrees to accept its proportionate level of financial responsibility for those contracts and services required to protect State Responsibility Areas within COUNTY's SRA Protection Areas, provided that the COUNTY obtains prior approval from STATE and exercises reasonable care and due diligence in the selection and the supervision of the contracting entities.
- I. COUNTY shall submit, when required by the STATE, reports relating to fire occurrence and history, law enforcement, personnel status, and fire prevention activity.
- J. COUNTY shall annually appropriate and expend a sum not less than the amount established annually in the STATE'S Budget Act for said COUNTY for the purpose of preventing and suppressing forest fires as defined in Section 4103 of the Public Resources Code, on the designated State Responsibility Areas within COUNTY's SRA Protection Areas during the term of this agreement.
- K. COUNTY shall comply with applicable rules and regulations for prescribed burning of wildlands as described in Sections 4461 to 4480 of Public Resources Code.

4. EMERGENCY OPERATIONS

When COUNTY resources, equipment, and/or personnel are assigned to a State Responsibility Area wildland fire within COUNTY SRA Protection Area, costs over and above the "Gray Book" allotment may be reimbursed by STATE. Such reimbursements will be in accordance with the following provisions:

- A. COUNTY may use and bill STATE for COUNTY funded engine companies, bulldozers, handcrews, aircraft, specialized equipment, and overhead personnel when used to protect STATE interests. Under certain conditions as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement, COUNTY may also bill STATE for STATE-funded COUNTY engine companies and bulldozers. These reimbursements to COUNTY will be from the STATE Emergency Fund and shall be in addition to the annual payment amount described in Exhibit B, Paragraph 1.A. of this Agreement.

The following conditions shall apply for reimbursement of COUNTY engine companies, bulldozers, aircraft, handcrews, and specialized equipment:

1) ENGINE COMPANIES

- (a) STATE shall reimburse COUNTY for engine companies when used on a State Responsibility Area wildland fire within the COUNTY's SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.
- (b) STATE shall reimburse COUNTY for engine companies that provide move-up and cover to STATE-funded COUNTY stations within the COUNTY when such cover assignments are the result of a State Responsibility Area wildland fire within COUNTY's SRA Protection Areas. Specific conditions for approval of move-up and cover assignments shall be outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.
- (c) Reimbursement of COUNTY engine companies shall be based on COUNTY rates on file with STATE at time of initial dispatch.

2) BULLDOZERS

- (a) STATE shall reimburse COUNTY for COUNTY bulldozers when used on a State Responsibility Area wildland fire within COUNTY's SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.
- (b) Payment of County bulldozers, transports, and operators shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (c) County bulldozers billed to STATE must be identified by an incident order and request number and the associated

cost; such costs shall be limited to dozer transport and operator, and dozer and operator.

- (d) COUNTY shall provide STATE a list of bulldozers, size, model, and identification number, which shall be subject to this agreement. These shall be included in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.

3) AIRCRAFT

- (a) STATE shall reimburse COUNTY for COUNTY aircraft when used on a State Responsibility Area wildland fire within COUNTY SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.
- (b) Reimbursement of COUNTY aircraft shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (c) STATE shall pay aircraft pilots at COUNTY rate.
- (d) STATE shall pay for one air tactical officer accompanying a COUNTY fixed-wing aircraft and one crew member assigned to each COUNTY helicopter at the COUNTY rate.
- (e) COUNTY aircraft billed to STATE must be identified by an incident order and request number and the associated cost.
- (f) COUNTY shall provide STATE a list of aircraft by make, model and aircraft identification number, which shall be subject to this agreement. These shall be included in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.

4) SPECIALIZED EQUIPMENT

- (a) STATE shall reimburse COUNTY for COUNTY specialized equipment when used on a State Responsibility Area wildland fire within COUNTY SRA Protection Areas in accordance with criteria for determining reimbursement

eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.

- (b) For the purpose of this agreement, Specialized Equipment shall include but is not limited to dozer tenders, helitenders, water tenders, communications units, and mobile kitchen or food service units. Other kinds of specialized equipment may be eligible for reimbursement if authorized by STATE.
- (c) Reimbursement of COUNTY specialized equipment shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (d) COUNTY specialized equipment billed to STATE must be identified by an incident order and request number and the associated cost; such cost shall be limited to the cost of the equipment usage and equipment operator.

5) HAND CREWS

- (a) STATE shall reimburse COUNTY for COUNTY hand crews when used on a State Responsibility Area wildland fire within COUNTY's SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.
- (b) When the State Department of Corrections or other State Agency pays the base salary of a hand crew, including COUNTY fire department supervisors, correctional officers and inmates, then STATE shall only pay those costs which exceed the basic salary of the crew (e.g. overtime and incidental operating expenses) accrued on the emergency.
- (c) The STATE shall pay only for additional COUNTY personnel needed as crew strike team leaders to a limit of one strike team leader per crew strike team as defined in ICS standards for a crew strike team and for one technical specialist-crews per incident.

6) OVERHEAD PERSONNEL

- (a) STATE shall reimburse COUNTY for COUNTY overhead personnel when used on a State Responsibility Area wildland fire within the COUNTY'S SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the State/County Operating Plan described in Exhibit A, Paragraph 3.C. of this agreement.
- (b) Reimbursement of COUNTY Overhead Personnel shall be based on COUNTY rates on file with STATE at the time initial dispatch.

B. NOTIFICATION

- 1) Whenever COUNTY expects payment for services under the provisions of this paragraph, COUNTY must notify STATE of the commitment of any of these resources that have been pre-approved for use as an element of initial attack and so documented in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement. This notification must occur in a timely manner so that an appropriate audit trail can be established.
- 2) For those resources employed after initial attack, notification will occur when the request for approval of use is made to STATE.

- C. STATE shall reimburse COUNTY for COUNTY resources (equipment and personnel) when ordered by STATE or COUNTY in support of a special staffing pattern in accordance with conditions for approval of a special staffing pattern as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 1, paragraph 13 of this Agreement.

5. ASSISTANCE FOR HIRE

- A. COUNTY resources (equipment and personnel) requested directly by STATE for an out-of-county assignment will be reimbursed as Assistance-for-Hire for actual costs incurred by COUNTY.
- B. For any State Responsibility Area wildland fire where costs are incurred pursuant to the terms of this AGREEMENT, STATE and COUNTY will comply with the processes and procedures for incident billing established in the STATE/COUNTY Operating Plan described in Exhibit A, Paragraph 3.C. of this Agreement.

**EXHIBIT B**  
**(Standard For Contract County Fire Protection Agreements)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the STATE shall annually pay to COUNTY that amount which is set forth in the STATE'S budget for each fiscal year involved as the STATE'S contribution to the support of the organization maintained by COUNTY for the prevention and suppression of wildland fires on lands described herein. The total amount payable by STATE to COUNTY for "Gray Book" shall not exceed the amount specified on STANDARD FORM 213, Item 3, during the term of this agreement. This amount shall not include payments to the COUNTY for COUNTY resources used to suppress state responsibility fires under conditions set forth in Exhibit A, Paragraphs 4 through 7 of this Agreement.
- B. COUNTY shall request payment in an amount not to exceed the sum designated in paragraph A above in the manner described hereinafter.
- C. COUNTY shall prepare and submit "Gray Book" invoices to STATE monthly, quarterly, semi-annually, or annually at COUNTY'S option, in arrears after STATE has certified that such services have been satisfactorily provided in accordance with this agreement, during the period covered by said invoice. The final statement for any fiscal year covered by this agreement shall be submitted no later than sixty days following the end of that fiscal year. "Gray Book" invoices shall include the Agreement Number and shall be submitted in triplicate in arrears to:

Name: Deputy Chief, Contract Counties
Office: California Southern Region
Address: 2524 Mulberry St., Riverside, CA 92501

- D. In the event STATE during the term of this agreement increases salary, augments staffing or other expense items, having the effect of increasing such cost, the "Gray Book" may be amended to reflect such increase provided that funds have been appropriated and are available for such purpose. Similarly, in the event STATE receives a budget reduction having the effect of decreasing such cost, the "Gray Book" may be amended to reflect such decrease. In the event no appropriation is made for the purpose of this agreement, the obligations of the parties to each

other under this agreement shall cease and this agreement shall become null and void.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

"GRAY BOOK" FUNDING INFORMATION

County of Los Angeles/Department of Forestry and Fire Protection

2002	3010	418.10	00700	\$9,438,114
2003	3010	418.10	00700	\$ 10,091,970
2004	3010	418.10	00700	\$ 10,632,374

<u>Contingency for future increases</u>				<u>\$904,874</u>
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<b>TOTAL AGREEMENT</b>				<b>\$ 31,067,332</b>
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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**GTC201**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of

such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354).
10. NON DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in document the CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a) The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this

part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
18. UNION ORGANIZING For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including, a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

**EXHIBIT D**  
**(Standard For Contract County Fire Protection Agreements)**

**SPECIAL TERMS AND CONDITIONS**

**A. CONTRACT PROVISIONS**

**1. PROMPT PAYMENT**

Upon receipt of a properly submitted, undisputed invoice, STATE shall pay COUNTY within forty-five (45) days, or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to STATE, if an invoice from a business under contract with STATE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period.

**2. TAXES**

State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

**3. SETTLEMENT OF DISPUTES**

In the event of a dispute, within ten (10) days of discovery of the problem contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection
Attention: Deputy Director for Fire Protection
P.O. Box 944246
Sacramento, CA 94244-2460

Department of Forestry and Fire Protection
Attention: Region Chief, California Southern Region
1234 East Shaw Avenue
Fresno, CA 93710

Department of Forestry and Fire Protection
Attention: Deputy Chief, Contract Counties
2524 Mulberry St.
Riverside, CA 92501

Within ten (10) days of STATE receiving COUNTY'S notice, the Region Chief or designee shall consult with the COUNTY in an effort to resolve the dispute. If not satisfied by the results of the consultation, the COUNTY may request review of the dispute by the STATE Deputy Director.

4. CANCELLATION - EXCLUDING PUBLIC WORKS

Either party may cancel this agreement at any time by giving a minimum of 12 months notice to the other party. In the event of termination, State shall pay contractor for all costs and uncancelable obligations incurred to the date of termination up to but not exceeding the maximum amount payable.

5. HOLDING OVER

A. It is hereby understood and agreed that:

- 1) In the event STATE or COUNTY decides not to renew this agreement, STATE or COUNTY shall provide the other a minimum of 12 months written notice of such intention. If no such notice is received, and a new agreement has not been executed, this agreement shall be automatically extended on the same terms and conditions as contained herein, together with amendments if any, until the earlier of:
  - (a) The date on which a new renewal agreement is fully executed, or
  - (b) Termination of this holdover agreement by the mailing by either COUNTY or STATE of 12 months written notice to the other party.

- 2) Renewal agreements shall be retroactive to the end of the term of the present agreement. Any payments made during a holdover period shall, if necessary, be promptly adjusted to comply with payments called for in the new agreement. Such adjustments shall occur within 60 days after approval of the new agreement by the State Department of General Services. COUNTY shall invoice STATE for any billing correction made necessary because of changes in the contract rates.
- 3) The effectiveness of this Exhibit D, paragraph 5 is conditional upon the lawful appropriation and availability of STATE funding for COUNTY'S services during the term of this agreement.

6. INDEMNIFICATION

Paragraph 5 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this paragraph. COUNTY agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of this Agreement.

Pursuant to Government Code section 925 et seq., STATE agrees to indemnify, defend and save harmless the COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by STATE in the performance of this agreement.

7. INDEMNIFICATION FOR VEGETATION MANAGEMENT PROJECTS

The STATE agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising solely out of performance by the COUNTY of approved vegetation management projects undertaken as part of fire prevention activities under this agreement.

8. DVBE AUDITS

If STATE determines agreement is subject to disabled veteran-owned business enterprise requirements, COUNTY shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations



section 1896.60 et seq. COUNTY shall make pertinent records available to STATE for review, shall permit STATE access to its premises upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the contract.

9. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. CONTRACTOR CERTIFICATION - COPYRIGHT LAWS FOR COMPUTER SOFTWARE - I.T. AGREEMENTS ONLY

COUNTY certifies that the company has appropriate systems and controls in place to ensure that STATE funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

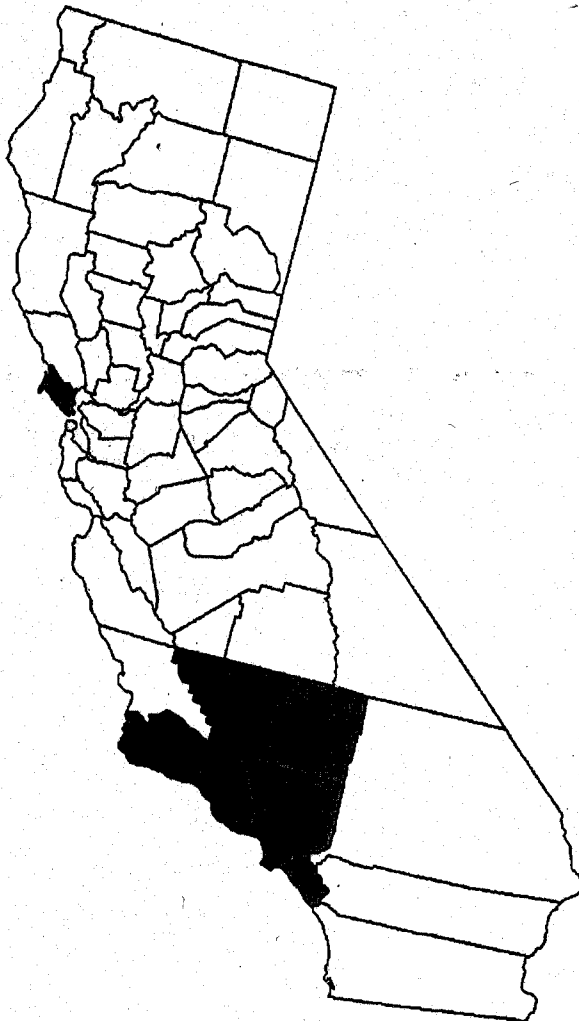
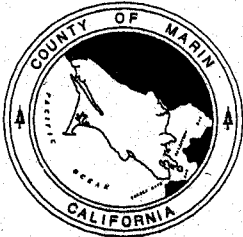
11. Notwithstanding the terminology of Public Resources Code sections 4119, 4153, 4423, and 4436, the COUNTY shall not act as an agent of the STATE but shall exercise the powers granted in those sections independently as authorized by Public Resources Code Section 4129.

12. Paragraph 15 of Exhibit C does not apply to this agreement because the services provided in this agreement were not obtained by means of a competitive bid.



# GRAY BOOK

ALLOTMENTS FOR CONTRACT COUNTIES  
2002/2003 FISCAL YEAR  
EXHIBIT F TO FIRE PROTECTION AGREEMENT



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## **INTRODUCTION**

The California Department of Forestry and Fire Protection Fire Plan provides for a system of fire protection resources for the protection of State Responsibility Area.

Section 4133 of the Public Resources Code and Section 55607 of the Government Code permit the Director to contract with counties for the protection of State Responsibility Area. Section 4129 of the Public Resources Code directs that there shall be budgeted sums to be allocated to those counties at least equal to the direct cost of fire protection which is determined pursuant to Section 4130 of the Code, which shall include the salaries and wages of suppression crews and lookouts and maintenance of fire fighting facilities. This has been further clarified by Attorney General Opinion No. 83-609. A budget change proposal, effective Fiscal Year (FY) 90-91, included additional funding for fire prevention assistants, dispatch, special repairs, and for an administrative allotment. An additional budget change proposal, effective FY 96-97, included funding for pre-fire management positions. The Engine Staffing Budget Change Proposal, effective FY 98-99, adjusted the fire season periods and funded engine staffing to meet the revised fire season periods.

The counties of Kern, Los Angeles, Marin, Orange, Santa Barbara and Ventura have assumed this responsibility and are commonly known as "contract counties." These counties provide direct protection to 3,450,304 acres of State Responsibility Area.

This publication, commonly referred to as the Gray Book, contains a listing of salaries and benefits, person months, overtime and operating expenses for each of the contract counties. The Gray Book is Exhibit F of the "Contract County Agreements".

**GRAY BOOK STAFFING STANDARDS**

CREW OR STATION TYPE	CLASS AND CATEGORY	ALLOCATION LEVEL		
		I	III	IV
<u>DETECTION</u>				
LOOKOUT	FLO - SEAS PM	9		
<u>DISPATCH</u>				
ECC	CAPT - CODED PY	2.77	2.77	2.77
	CLERK - SEAS PM	6	6	6
<u>GROUND ATTACK</u>				
1 ENGINE STATION	CAPT - CODED PY	2.5	2.5	2.5
	FF-I - SEAS PM	19.320	23.457	31.360
2 ENGINE STATION	CAPT - CODED PY	2	2	2
	FAE - CODED PY	2	2	2
	FAE - SEAS PM	3.5	4.5	5.5
	FF-I - SEAS PM	30.944	39.025	50.680
DOZER TRANSPORT				
	HFEO - CODED PY	2	2	2
<u>PREVENTION</u>				
	FC-SPEC - CODED PY	PER FIRE PREVENTION PLAN		
	FPA - SEAS PM	12	12	12
<u>PRE-FIRE MANAGEMENT</u>				
	FORESTER-I	PER BUDGET CHANGE PROPOSAL		
	FIRE CAPTAIN	PER BUDGET CHANGE PROPOSAL		
ALLOCATION LEVEL:				
	I - MARIN COUNTY			
	III - KERN COUNTY			
	IV - LOS ANGELES, ORANGE, SANTA BARBARA, and VENTURA COUNTIES			

Gray Book, Exhibit F (1/8/03)

**SUMMARY OF BUDGET ACTIONS**  
**CONTRACT COUNTIES**

FY 01/02 GRAY BOOK ALLOTMENT	\$31,710,529
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Salary and Benefit Changes, and Funded Program Adjustments	<u>\$630,217</u>
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FY 02/03 GRAY BOOK ALLOTMENT	\$32,340,746
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CONTRACT COUNTIES - SUMMARY OF ALLOTMENTS 2002/2003							
Contract County Contract Number CDF PCA Code	MARIN 7CA02001 00700	KERN 7CA02002 00700	L.A. 7CA02003 00700	ORANGE 7CA02004 00700	S. BARBARA 7CA02005 00700	VENTURA 7CA02006 00700	TOTAL
Salaries and Wages	\$1,360,209	\$4,580,116	\$5,102,725	\$1,400,426	\$2,320,182	\$2,886,042	\$17,649,700
Salary Savings	(\$46,247)	(\$155,725)	(\$173,492)	(\$47,615)	(\$78,886)	(\$98,125)	(\$600,090)
Net Salary & Wages	\$1,313,962	\$4,424,391	\$4,929,233	\$1,352,811	\$2,241,296	\$2,787,917	\$17,049,610
Staff Benefits	\$393,926	\$1,344,731	\$1,491,331	\$403,785	\$674,987	\$839,403	\$5,148,163
Planned OT	\$104,604	\$442,144	\$546,426	\$138,364	\$229,984	\$304,547	\$1,766,069
Planned OT Benefit	\$16,637	\$70,981	\$87,794	\$22,215	\$36,939	\$48,911	\$283,477
Unplanned OT	\$59,303	\$214,276	\$239,511	\$62,167	\$106,117	\$133,761	\$815,135
Educational Incentive	\$21,778	\$68,042	\$69,009	\$20,159	\$32,776	\$40,065	\$251,829
Longevity Pay	\$60,592	\$183,277	\$194,751	\$56,982	\$92,536	\$110,158	\$698,296
Consolidated Benefits	\$24,956	\$92,893	\$105,822	\$27,505	\$46,611	\$59,482	\$357,269
Retirement On UA	\$3,382	\$10,990	\$12,681	\$2,959	\$5,495	\$6,763	\$42,270
Sub-Total PS	\$1,999,140	\$6,851,725	\$7,676,558	\$2,086,947	\$3,466,741	\$4,331,007	\$26,412,117
Total PS	\$1,999,140	\$6,851,725	\$7,676,558	\$2,086,947	\$3,466,741	\$4,331,007	\$26,412,117
Operating Expense	\$101,420	\$317,128	\$365,063	\$89,437	\$161,340	\$197,291	\$1,231,679
Equipment	\$41,660	\$179,587	\$149,749	\$36,030	\$65,867	\$90,075	\$562,968
Capital Outlay	\$57,634	\$183,026	\$263,245	\$57,634	\$102,806	\$114,489	\$778,834
Special Repairs	\$8,593	\$27,290	\$39,250	\$8,593	\$15,329	\$17,071	\$116,126
Total OEE	\$209,307	\$707,031	\$817,307	\$191,694	\$345,342	\$418,926	\$2,689,607
Total PS & OEE	\$2,208,447	\$7,558,756	\$8,493,865	\$2,278,641	\$3,812,083	\$4,749,933	\$29,101,724
Admin. Allotment	\$245,800	\$841,290	\$945,367	\$253,613	\$424,285	\$528,667	\$3,239,021
Total Allotment	\$2,454,247	\$8,400,046	\$9,439,232	\$2,532,254	\$4,236,368	\$5,278,600	\$32,340,746

#### SUMMARY OF AREA PROTECTED AND STATE SUPPORTED RESOURCES

SRA Acres*	198,237	1,586,629	518,655	119,326	683,071	305,007	3,410,925
Stations	5	16	23	5	9	10	68
Engines	6	26	23	5	9	13	82
Bulldozers	1	4	2	1	2	2	12
Lookouts	1	0	0	0	0	0	1
Prevention Officer	1	1	3	1	2	2	10
ECC	1	1	1	1	1	1	6

\*Includes 2814 acres in Riverside County and 620 acres in San Diego County protected by Orange County. Acreage changes due to Annexations of State Responsibility Area (SRA) and change in status from SRA to Federal Responsibility Area (FRA).



STATE FUNDED FIRE PROTECTION RESOURCES								
MARIN COUNTY, CONTRACT # 7CA02001								
CDF PCA 00700								
7/1/01 TO 6/30/02								
Budgeted Fire Season: 5 months (6/1 to 10/31), Peak Fire Season: 3 months (7/1 to 9/30)								
	Person Month Allotment by Civil Service Class - Allocation Level I							
Activity	Lookout	Captain	Engineer	Fire-Fighter	HFEO	Fire Prev. Assistant	Dispatch Clerk	Forester-I
FIRE PREVENTION		12.00				12		
DETECTION	3							
Mt. Tamalpais								
DISPATCH		33.24					6	
GROUND ATTACK		143.96	PERM	96.694	23			
Woodacre	2E		24.0					
	1DT3		SEAS					
Hicks Valley	1E		3.5					
Point Reyes	1E							
Throckmorton Ridge	1E							
Tomales	1E							
Pre-Fire Management		12.00						12



STATE FUNDED FIRE PROTECTION RESOURCES								
KERN COUNTY, CONTRACT # 7CA02002								
CDF PCA 00700								
7/1/01 TO 6/30/02								
Budgeted Fire Season: 6 months (5/15 to 11/15), Peak Fire Season: 4 months (6/15 to 10/15)								
Activity	Person Month Allotment by Civil Service Class - Allocation Level III							
	Lookout	Captain	Engineer	Fire-Fighter	HFEO	Fire Prev. Assistant	Dispatch Clerk	Forester-I
FIRE PREVENTION		12.00				12		
DETECTION	0							
DISPATCH		33.24					6	
GROUND ATTACK		425.96	PERM	503.516	92			
FS 54 - Arvin 2E			216.0					
FS 45 - Edison 2E			SEAS					
4DT2			40.5					
FS 36 - Glenville 2E								
FS 72 - Isabella 2E								
FS 11 - Keene 2E								
FS 76 - Kernville 2E								
FS 56 - Lebec 2E								
FS 55 - Mettler 2E								
FS 21 - Taft 2E								
FS 12 - Tehachapi 2E								
FS 24 - McKittrick 1E								
FS 16 - Bear Valley Spring 1E								
FS 15 - Rosamond 1E								
FS 14 - Mojave 1E								
FS 78 - Piute 1E								
FS 35 - Woody 1E								
Pre-Fire Management		12.00						12
Total PM Allotment	0	483.20	256.5	503.516	92	12	6	12
Salaries and Wages	\$4,580,116		Operating Expense			\$317,128		
Salary Savings	<u>(\$155,725)</u>		Equipment			\$179,587		
Net Salary and Wages	\$4,424,391		Capital Outlay			\$183,026		
Staff Benefits	\$1,344,731		Special Repairs			<u>\$27,290</u>		
Planned OT	\$442,144		Total OEE			\$707,031		
Planned OT Benefits	\$70,981							
Unplanned OT	\$214,276							
Educational Incentive	\$68,042							
Longevity Pay	\$183,277							
Consolidated Benefits	\$92,893							
Retirement On Uniform Allowance	<u>\$10,990</u>							
Sub-Total PS	\$6,851,725		Total PS & OEE			\$7,558,756		
			Admin. Allotment			<u>\$841,290</u>		
Total PS	\$6,851,725		Total Allotment			\$8,400,046		

Gray Book, Exhibit F (1/8/03)

STATE FUNDED FIRE PROTECTION RESOURCES								
LOS ANGELES COUNTY, CONTRACT # 7CA02003								
CDF PCA 00700								
7/1/01 TO 6/30/02								
Budgeted Fire Season: 8 months (4/15 to 12/15), Peak Fire Season: 5 months (6/1 to 10/31)								
Activity	Person Month Allotment by Civil Service Class - Allocation Level IV							
	Lookout	Captain	Engineer	Fire-Fighter	HPEO	Fire Prev. Assistant	Dispatch Clerk	Forester-I
FIRE PREVENTION		36.00				12		
DETECTION	0							
DISPATCH		33.24					6	
GROUND ATTACK		673.96	PERM	713.358	39			
FS 65 - Agoura 1E			0.0					
FS 82 - Arroyo Seco 1E			SEAS					
FS 79 - Pearblossom 1E			0.0					
FS 68 - Calabasas 1E								
FS 70 - Carbon Canyon 1E								
FS 149 - Castaic 1E								
FS 55 - Catalina 1E								
FS 75 - Chatsworth 1E								
FS 99 - Encinal Canyon 1E								
FS 77 - Gorman 1E								
FS 84 - Quartz Hill 1E								
FS 125 - Las Virgenes 1E, 1DT2								
FS 72 - Lechuza 1E								
FS 102 - Webb Canyon 1E								
FS 80 - Acton 1E								
FS 67 - Monte Nido 1E								
FS 107 - Newhall 1E, 1DT2								
FS 78 - Lake Hughes 1E								
FS 141 - San Dimas 1E								
FS 124 - Sand Canyon 1E								
FS 69 - Topanga Canyon 1E								
FS 73 - Valencia 1E								
FS 123 - Placerita Canyon 1E								
Pre-Fire Management		12.00						12
Total PM Allotment	0	755.20	0.0	713.358	39	12	6	12
Salaries and Wages	\$5,102,725		Operating Expense			\$365,063		
Salary Savings	(\$173,492)		Equipment			\$149,749		
Net Salary and Wages	\$4,929,233		Capital Outlay			\$263,245		
Staff Benefits	\$1,491,331		Special Repairs			\$39,250		
Planned OT	\$546,426		Total OEE			\$817,307		
Planned OT Benefits	\$87,794							
Unplanned OT	\$239,511							
Educational Incentive	\$69,009							
Longevity Pay	\$194,751							
Consolidated Benefits	\$105,822							
Retirement On Uniform Allowance	\$12,681							
Sub-Total PS	\$7,676,558		Total PS & OEE			\$8,493,865		
			Admin. Allotment			\$945,367		
Total PS	\$7,676,558		Total Allotment			\$9,439,232		

Gray Book, Exhibit F (1/8/03)

STATE FUNDED FIRE PROTECTION RESOURCES								
ORANGE COUNTY, CONTRACT # 7CA02004								
CDF PCA 00700								
7/1/01 TO 6/30/02								
Budgeted Fire Season: 8 months (4/15 to 12/15), Peak Fire Season: 5 months (6/1 to 10/31)								
	Person Month Allotment by Civil Service Class - Allocation Level IV							
Activity	Lookout	Captain	Engineer	Fire-Fighter	HFEO	Fire Prev. Assistant	Dispatch Clerk	Forester-I
FIRE PREVENTION		12.00				12		
DETECTION	0							
DISPATCH		33.24					6	
GROUND ATTACK		146.96	PERM	156.8	20			
FS 32 - Yorba Linda 1E			0.0					
FS 57 - Aliso Viejo* 1E			SEAS					
*At FS-52 Old El Toro Base 1DT2			0.0					
FS 18 - Trabuco 1E								
FS 15 - Irvine Lake 1E								
FS 7 - San Juan Capistrano 1E								
Pre-Fire Management		12.00						12



STATE FUNDED FIRE PROTECTION RESOURCES								
SANTA BARBARA COUNTY, CONTRACT # 7CA02005								
CDF PCA 00700								
7/1/01 TO 6/30/02								
Budgeted Fire Season: 8 months (4/15 to 12/15), Peak Fire Season: 5 months (6/1 to 10/31)								
Activity	Person Month Allotment by Civil Service Class - Allocation Level IV							
	Lookout	Captain	Engineer	Fire-Fighter	HFEO	Fire Prev. Assistant	Dispatch Clerk	Forester-I
FIRE PREVENTION		24.00				12		
DETECTION	0	33.24					6	
DISPATCH								
GROUND ATTACK		264.96	PERM	282.24	39			
FS 31 - Buellton 1E			0.0					
FS 41 - New Cuyama 1E			SEAS					
FS 14 - Los Cameros 1E			0.0					
FS 51 - Lompoc Valley 1E								
FS 24 - Los Alamos 1E								
1DT3								
1DT2								
FS 15 - Mission Canyon 1E								
FS 22 - Orcutt 1E								
FS 32 - Santa Ynez 1E								
FS 23 - Sisquoc 1E								
Pre-Fire Management		12.00						12
Total PM Allotment	0	334.20	0.00	282.24	39	12	6	12
Salaries and Wages	\$2,320,182		Operating Expense			\$161,340		
Salary Savings (\$78,386)			Equipment			\$65,867		
Net Salary and Wages	\$2,241,296		Capital Outlay			\$102,806		
Staff Benefits	\$674,987		Special Repairs			\$15,329		
Planned OT	\$229,984		Total OEE			\$345,342		
Planned OT Benefits	\$36,939							
Unplanned OT	\$106,117							
Educational Incentive	\$32,776							
Longevity Pay	\$92,536							
Consolidated Benefits	\$46,611							
Retirement On Uniform Allowance	\$5,495							
Sub-Total PS	\$3,466,741		Total PS & OEE			\$3,812,083		
			Admin. Allotment			\$424,285		
Total PS	\$3,466,741		Total Allotment			\$4,236,368		

Gray Book, Exhibit F (1/8/03)

**Budgeted Fire Season: 8 months (4/15 to 12/15), Peak Fire Season: 5 months (6/1 to 10/31)**

Gray Book, Exhibit F (1/8/03)

CONTRACT COUNTIES							
	MARIN	KERN	L.A.	ORANGE	S. BARBARA	VENTURA	TOTAL
Extension	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

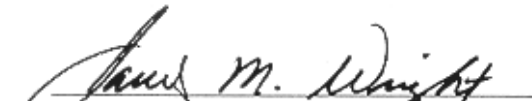
**GRAY BOOK**

California Department of Forestry and Fire Protection

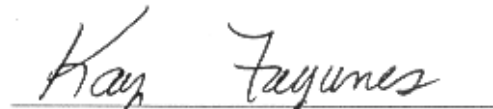
Contract Counties Plan and Allotments

2002/03 Fiscal Year

The undersigned certify that this document has been prepared in accordance with the requirements of the Contract Counties Cooperative Fire Protection Agreement dated July 1, 2002 and are in concurrence with the fiscal data contained herein.

  
James M. Wright  
Deputy Director for  
Fire Protection

Date: FEB 13 2003

  
Kay Fagunes  
Budget Officer

Date: FEB 13 2003

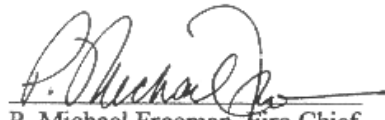
**FIRE PROTECTION AGREEMENT  
EXHIBIT G**

**2002/03  
OPERATING PLAN**

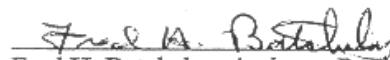
**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

**LOS ANGELES COUNTY  
FIRE DEPARTMENT**

This Operating Plan has been approved by the following STATE and COUNTY administrators and is authorized as Exhibit G to be attached to the AGREEMENT.

  
P. Michael Freeman, Fire Chief  
Los Angeles County Fire Department

5/12/03  
Date

  
Fred H. Batchelor, Assistant Region Chief  
CDF Southern California Region

07/15/02  
Date



## **EXECUTIVE SUMMARY**

Through contractual agreement (authorized by California Public Resources Code Section 4129) the County Fire Departments for Marin, Kern, Santa Barbara, Ventura, Los Angeles, and Orange, collectively known as "Contract Counties", providing wildland fire protection to lands designated by the State Board of Forestry as State Responsibility Area (SRA). Those areas designated as SRA that fall in a Contract County's SRA Protection Area (CPA) are covered by this agreement.

### **Gray Book, E-Fund**

Each year, State funding is allocated to the Contract Counties to support an initial attack Organization for wildland fires, as outlined in the "Gray Book." This finding is based on the objective of suppressing 95% of SRA wildland fires, which occur within County CPA at 10 acres or less. "Gray Book" funding represents compensation to the Contract Counties for fire prevention activities, pre-suppression force preparedness, and basic initial attack actions to protect SRA in lieu of CDF having duplicate services/facilities in a Contract County. The State's Emergency Fund (E-Fund) is made available to the Contract Counties to support fire suppression efforts that exceed the budgeted allocation for initial attack wildland fires.

Under State policy governing the use of the State E-Fund in a Contract County, incident expenditures must be approved by a CDF official. An operating plan, specific to each Contract County, has been developed and annually updated to provide operational and administrative guidelines to Contract County Incident Commanders, Agency Administrators, and CDF approving officials (Agency Representatives and Region Duty Chiefs) on what State assistance can be made available through this emergency fund.

### **Initial & Extended Attack Incidents**

To be considered for State reimbursement, a wildland fire must be either burning on or threatening SRA within the Contract County CPA. For initial attack resources to be eligible for reimbursement, these resources must be (1) used to protect State interests and (2) identified in Appendix A of each Contract County/CDF Operating Plan as pre-approved first and second alarm initial attack resources, and/or (3) approved by a CDF agency representative.

For a wildland fire to be considered as extended attack, the Contract County Incident Commander is responsible for making this determination using the following criteria:

1. Fire cannot be contained within 2 hours from report of fire; and/or
2. Number of resources assigned exceeds the pre-approved first and second alarm initial attack response level; and/or

3. Fire cannot be controlled within the first burning period.

### **Move-Up & Cover, Special Staffing Pattern**

Contract County resources may be eligible for reimbursement in support of move-up and cover for "Gray Book" funded fire stations or special staffing pattern activation. Conditions that will allow for reimbursement are as follows:

- Multiple SRA wildland fires and/or an extended attack SRA wildland fire is burning in and/or outside a Contract County.
- Number of Contract County resources assigned to SRA wildland fires has caused a significant drawdown on Contract County resources available to support additional initial attack and/or extended attack incidents within a Contract County.
- Fire weather conditions exist or forecasted to exist within a Contract County that could significantly increase the chance of multiple SRA wildland fire starts that will escape initial attack containment.
- CDF is unable to meet the operational resource needs of the Contract County as determined by the respective Duty Chiefs.

### **Reimbursement**

Through verbal agreement between CDF and the Contract Counties that went into effect on July 1, 2001, any Contract County resource, including engines, handcrews, bulldozers, aircraft, specialized equipment, and personnel may be eligible for reimbursement when used on or supporting an SRA initial or extended attack wildland fire within Contract County CPA, including move-up and cover and special staffing pattern activation.

When Contract County resources, equipment and/or personnel, are assigned to an initial attack or extended attack SRA wildland fire within County CPA, it is the responsibility of

the Contract County Incident Commander to identify those resources that are being used to protect State interests. For move-up and cover or special staffing pattern activation, it is the responsibility of the Contract County Duty Chief and CDF Region Duty Chief to identify those resources that will be eligible for reimbursement and the duration of the move-up and cover or special staffing pattern. Once identified and approved by CDF, the following costs incurred by these Contract County resources will be eligible for State reimbursement:

### **Initial Attack Incident:**

Personnel - Unscheduled overtime as a result of incident (Cost not to include overtime incurred as the result of scheduled post coverage)

Volunteers/paid call firefighters (When assigned for more than two hours on an incident, actual personnel cost from initial dispatch)

Handcrews (Cost eligible for reimbursement as outlined in CDF/Contract County Operating Plan)

Equipment -

- Engines- not eligible for reimbursement
- Dozers - not eligible for reimbursement
- Aircraft - actual operating cost on file with CDF
- Specialized Equipment - actual operating cost on file with CDF
- Services and Supplies - actual costs

### **Extended Attack/Multi-Operational Period Incident:**

Personnel - Unscheduled overtime as a result of incident (Cost not to include overtime incurred as the result of scheduled post coverage)

Volunteer/paid call firefighters (When assigned for more than two hours on an incident, actual personnel cost from initial dispatch)

Handcrews (Cost eligible for reimbursement as outlined in CDF/Contract County Operating Plan)

Equipment -

- Engines, Dozers, Aircraft, Specialized Equipment-actual operating cost on file with CDF
- Services and Supplies - actual costs

### **Move-Up and Cover, Special Staffing Pattern:**

Personnel - Unscheduled overtime as a result of move-up and cover or special staffing pattern

Equipment -

- Engines, Dozers, Aircraft, Specialized Equipment-actual operating cost on file with CDF

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## **LAC OPERATING PLAN**

### **I. IDENTIFICATION**

This Operating Plan is between the California Department of Forestry and Fire Protection's Southern California Region (hereinafter called STATE) and the County of Los Angeles Fire Department (hereinafter called COUNTY).

### **II. AUTHORITY**

This Operating Plan is required by the Fire Protection Agreement (hereinafter called the AGREEMENT) between the STATE and COUNTY and dated July 1, 2002. This Operating Plan shall be attached to and become part of the AGREEMENT as Exhibit G upon signature of all parties.

### **III. PURPOSE**

This Operating Plan provides the officers and employees of STATE and COUNTY guidelines and information necessary to properly execute the terms of the AGREEMENT.

The objectives of this Operating Plan are to:

- A. Pre-plan the STATE's response to requests from COUNTY for assistance on wildland fires burning on or threatening State Responsibility Area within COUNTY SRA Protection Areas. The application of these guidelines is intended for a wildland fire incident which COUNTY resources are used to protect State interests.
- B. Provide officers of both STATE and COUNTY with guidelines for developing integrated management organization and operational and financial decision making at the scene of a wildland fire incident.
- C. Ensure advance mutual understanding of the financial obligations and Responsibilities of the COUNTY and the STATE.
- D. Ensure that both COUNTY and STATE commit the appropriate resources necessary to control incidents at the earliest possible time consistent with current availability.

#### **IV. DEFINITIONS**

**A. State Responsibility Area (SRA):**

Lands exclusive of cities and federal lands, regardless of ownership, which are classified by the State Board of Forestry (Public Resources Code Section 4126) as areas in which the primary financial responsibility for preventing and suppressing fires is that of the STATE or its agent (reference Appendix I of Operating Plan for State Responsibility Area Classification Criteria).

**B. Local Responsibility Area (LRA):**

Lands exclusive of a State Responsibility Area classification or federal ownership that COUNTY or other local jurisdiction is responsible for providing fire protection services. Local Responsibility Area can include cities,, fire districts, and unincorporated county areas as well as some unincorporated areas classified as wildland.

**C. COUNTY SRA Protection Area (CPA):**

Those areas classified as State Responsibility Area within COUNTY, which fall outside a FEDERAL Direct Protection Area, and that by law and pursuant to the terms of the AGREEMENT are provided wildland fire protection by COUNTY. Areas protected by COUNTY under this AGREEMENT remain as STATE DPA and have been delineated on State Responsibility Area Direct Protection Maps and will be kept on-file with STATE and COUNTY.

**D. FEDERAL Direction Protection Area (FEDERAL DPA):**

For the purpose of this Operating Plan, those - areas classified as State Responsibility Area that by law and agreement are provided wildland fire protection by a Federal Forest Agency within COUNTY. Areas protected by a Federal Forest Agency within COUNTY have been delineated on State Responsibility Area Direct Protection Maps and will be kept on-file with STATE.

**E. Wildland Fire:**

For the purpose of this Operating Plan, any vegetation fire that burns on or threatens State Responsibility Area within COUNTY SRA Protection Areas. Fire types, such as but not limited to vehicle and structure, when in proximity to State Responsibility Area and in the judgment of COUNTY are deemed a threat may be considered as a wildland fire.

F. Initial Attack:

Wildland fires in the judgment of COUNTY that (1) are contained normally within 2 hours from report of fire; and/or (2) the number of COUNTY resources dispatched remains within pre-approved first and second alarm response levels (This does not preclude the ordering of a small number of resources beyond the pre-approved list if the additional resources result in a successful initial attack).

G. Extended Attack:

Wildland fires in the judgment of COUNTY that (1) cannot be contained within 2 hours from report of fire; and/or (2) require additional COUNTY resources which exceed the first and second alarm initial attack response level; and/or and (3) cannot be controlled within the first burning period.

H. COUNTY State Responsibility Area Identifier:

Resources ordered for a State Responsibility Area incident in which STATE may be billed will be identified through a three-letter identifier prefixed to the resource request number. For COUNTY, this identifier will be LAU.

I. COUNTY Resources:

Personnel and equipment that are directly assigned to COUNTY.

J. Overhead:

Staff positions required to provide command and management on an incident.

K. Support:

Support shall mean those logistical services and expendable commodities that may be required to support wildland fire suppression efforts.

L. Wet Equipment Rate:

Equipment rates developed by COUNTY for STATE reimbursement shall include fuel cost for operating COUNTY equipment. When assigned to a State Responsibility Area incident, fuel used by COUNTY equipment as covered by the equipment rate will not be separately billed to STATE.



M. Hard Cover Status:

Those COUNTY personnel assigned to a CDF Incident Command Team, in which a team not scheduled for coverage has been placed on 24 hour immediate response status by STATE, are to be considered on hard cover status. When on hard cover status based on a STATE issued incident order and request number, COUNTY may bill STATE for COUNTY personnel providing team coverage beyond scheduled work hours.

V. **OPERATING PROCEDURES**

A. Notification and Reports:

Notification of fires burning or threatening State Responsibility Area within COUNTY SRA Protection Areas in which COUNTY will be billing STATE for reimbursement shall be made to STATE in a timely manner. For the purpose of this Operating Plan, timely manner shall be defined as notification taking place within one (1) hour after dispatch of initial attack resources (first and/or second alarm vegetation or brush assignment). Notification that occurs beyond one (1) hour due to unforeseen circumstances shall be considered handled in a timely manner.

Notification shall be via telephone from COUNTY's Fire Dispatch Facility to STATE's Southern California Region (CSR) Command Center, attention: CSR Duty Officer at (909) 320-6197. COUNTY shall forward a copy of incident's call history or resource order cards as soon as possible after dispatch of initial attack resources. Information will include but not be limited to the following:

- Incident Order Number and Name
- Incident Location
- Starting Time/Date of Incident
- Type of Incident
- Resource Commitment
- COUNTY Person to Contact for Additional Information

COUNTY shall make notification to STATE using the following telephone numbers:

Business hours	-	(909) 782-4169
After hours (CSR Duty Officer)	-	(909) 320-6197
CSR Duty Chief	-	(909) 782-4236
Fax number	-	(909) 782-4900

STATE shall confirm receipt of incident information via telephone contact or fax confirmation to COUNTY using the following telephone numbers:

Business hours	-	(323) 881-6183
After hours	-	(323) 881-6183
COUNTY Fax number	-	(323) 266-6925

B. Initial Attack Response:

STATE funding. is annually allocated to COUNTY to support an initial attack organization for wildland fires, as outlined in the "Gray Book." This funding is based on the objective of suppressing 95% of State Responsibility Area wildland fires, which occur within COUNTY SRA Protection Areas, at 10 acres or less.

STATE has pre-approved, up to a second alarm assignment, reimbursement for eligible COUNTY resources on initial attack fires on State Responsibility Area wildland within COUNTY SRA Protection Areas when used to protect STATE interests as determined by the COUNTY Incident Commander. COUNTY's pre-approved first and second alarm vegetation or brush responses are listed in Appendix A of this Operating Plan.

STATE shall provide aircraft as needed for State Responsibility Area incidents within COUNTY SRA Protection Areas to the extent that appropriate aircraft are available (reference Appendix B for 2002 Air Tactical and Air Tanker Schedule). COUNTY may utilize its own aircraft and personnel assigned to those aircraft provided those aircraft are properly certified for interagency use.

STATE shall provide handcrews as needed based on their availability. STATE handcrews that are located within COUNTY on regular work assignments will be considered "under COUNTY control" for the purpose of initial attack dispatching.

COUNTY may directly dispatch up to four of these handcrews and then notify the STATE's Southern California Region (CSR) Command Center.

Requests for additional aircraft and handcrews beyond those under COUNTY control will be placed with the STATE's CSR Command Center.

Requests for initial attack forces between COUNTY and adjoining counties, including STATE units, within pre-designated mutual aid dispatch areas, are considered regular mutual aid and will be handled using normal direct communications between the involved command/dispatch centers. When COUNTY negotiates local mutual aid agreements, these mutual aid agreements shall not alter provisions set forth in this Operating Plan.

C. Extended Attack Incidents:

COUNTY will keep STATE informed of changes in incident potential when a State Responsibility Area wildland fire extends beyond initial attack. It is the responsibility of the COUNTY Incident Commander to determine when a State Responsibility Area wildland fire qualifies as extended attack per Operating Plan definition and which resources are being used to protect STATE interests.

Special Note: For State Responsibility Area wildland fires occurring within COUNTY SRA Protection Areas that meet FEMA Fire Management Assistance Grant Program criteria for reimbursement eligibility, COUNTY will advise STATE with the initial point of contact being the STATE Southern California Region (CSR) Command Center, attention: CSR Duty Officer. This notification must occur while the State Responsibility Area wildland fire is (1) uncontrolled and (2) directly threatening life and property in order for the fire to qualify for reimbursement consideration.

COUNTY may request STATE or STATE may choose to send an Agency Representative to State Responsibility Area wildland fires within COUNTY SRA Protection Areas that extend beyond initial attack. The STATE Agency Representative will be responsible for ensuring that all the interests of the STATE are satisfied for a specific incident. A STATE Agency Representative will normally be classified at the Division Chief level.

Resources ordered beyond the pre-approved initial attack response for which the STATE will be billed require STATE approval prior to use. The STATE Southern California Region (CSR) Command Center Duty Officer will serve as the point of contact for resource approval until such time a STATE Agency Representative arrives on scene.

For approvals involving off incident resource needs (move-up and cover, special staffing patterns, expanded dispatch support), the STATE's CSR Region Duty Chief will serve as the COUNTY's point of contact for STATE approval

COUNTY may request or the STATE may decide to send a STATE technical specialist on resource ordering procedures to the COUNTY dispatch or command center. This individual, normally a battalion chief will assist COUNTY in the coordination of requests for resources and may authorize the expenditure of STATE funds in support of dispatch or command center operations.

When requesting resource approval through the STATE's CSR Command Center, information, required by STATE shall include (1) type of resource, (2) request number with COUNTY's State Responsibility Area Identifier (LAU), and (3) date/time of order being placed. Once a STATE Agency Representative arrives at the incident, resource approval will occur at the incident.

D. Incident Management:

COUNTY will establish an integrated management organization designed to meet the complexity of the incident. This organization shall be established under the Incident Command System. COUNTY will staff positions in the Incident Command System, as requested by the STATE Agency Representative, to ensure proper and efficient expenditure of STATE funds.

As an incident escalates in complexity and cost, STATE or COUNTY may choose to increase the STATE's level of authority on the incident by either sending a STATE Agency Administrator or line officer or assigning a STATE Deputy Incident Commander. The STATE Deputy Incident Commander will be a Deputy Chief or higher in rank and be able to provide assistance and guidance to the COUNTY Incident Commander. The STATE Agency Administrator will be a Unit Chief or higher in rank and will work with the COUNTY Fire Chief or his designee in providing direction on incident objectives and strategies. This increase in the STATE's level of authority will ensure that the interests of STATE are being met.

When a STATE Deputy Incident Commander is assigned, the STATE Agency Representative position may be eliminated. When a STATE Agency Administrator or line officer is assigned, the STATE Agency Representative may continue to provide the remaining functions of that position for the incident. The COUNTY Incident Commander will be the incident commander unless it is otherwise agreed to have the STATE Deputy IC assume that role.

E. COUNTY Resources Eligible for Reimbursement:

COUNTY resources (equipment and personnel) listed in Appendix C of Operating Plan may be eligible for STATE reimbursement when used on a State Responsibility Area wildland fire within COUNTY SRA Protection Areas. For COUNTY resources to be eligible for reimbursement, COUNTY resources must be pre-approved for initial attack response (reference Appendix A of Operating Plan) or approved by STATE prior to use on the incident.

STATE may reimburse COUNTY for COUNTY resources in support of move-up and cover for STATE-funded COUNTY fire stations or special staffing pattern activation. Conditions which allow STATE to reimburse COUNTY for move-up and cover and special staffing patterns are when:

- (1) Multiple wildland fires and/or an extended attack wildland fire involving State Responsibility Area is burning within and/or outside COUNTY; and
- (2) The number of COUNTY resources assigned to State Responsibility Area wildland fires has caused a significant drawdown on COUNTY resources available to support additional initial attack and/or extended attack incidents within COUNTY; and
- (3) STATE is unable to meet the operational resource needs of COUNTY as determined by the respective STATE and COUNTY Duty Chiefs.

When fire weather conditions exist or are forecasted within COUNTY that could significantly increase the chance of multiple fire starts occurring that will escape initial attack containment, COUNTY may request STATE to approve a special staffing pattern to supplement COUNTY's initial attack capability. Point of contact for COUNTY to receive special staffing pattern approval and to determine staffing pattern duration will be the STATE's Southern California Region (CSR) Duty Chief.

When approved by STATE, costs incurred by COUNTY in conducting temporary repairs of damage caused by wildland fire suppression activities and/or wildland fire damage rehabilitation on State Responsibility Area within COUNTY SRA Protection Areas may be eligible for STATE reimbursement.

If COUNTY believes that conditions exist that allow for STATE reimbursement for COUNTY resources assigned to protect State Responsibility Area within COUNTY SRA Protection Areas, it will be the responsibility of COUNTY to contact STATE and request for reimbursement approval. Contact point for

COUNTY to request incident reimbursement approval will be the STATE's Agency Representative. For reimbursement approval in support of move-up and cover, expanded dispatch, and/or special staffing pattern requests, contact point for COUNTY will be the STATE's CSR Duty Chief.

The STATE's Agency Representative or CSR Duty Chief will not arbitrarily deny a COUNTY request for reimbursement consideration and shall consider the operational needs of COUNTY and STATE's ability to provide operational support to COUNTY when approving such requests. Criteria found in the STATE's Emergency Fund Use Policy (Appendix D of Operating Plan) shall be used when determining what COUNTY resources may be eligible for reimbursement.

When COUNTY resources are assigned to a State Responsibility Area wildland fire within COUNTY SRA Protection Areas, it shall be the responsibility of the COUNTY Incident Commander to identify those COUNTY resources that are being used to protect STATE interests. Once identified and approved by STATE, the following costs incurred by COUNTY resources assigned to an initial attack or extended attack/multi-operational incident are eligible for STATE reimbursement:

Initial Attack Incident:

COUNTY personnel - Unscheduled overtime (cost not to include overtime incurred as the result of scheduled post coverage)

COUNTY paid call/ - When assigned for more than two hours on volunteer firefighter an incident, actual personnel cost from initial dispatch

COUNTY handcrew - When assigned for more than two hours on an incident, actual personnel cost from initial dispatch

COUNTY equipment -

- Engines - not eligible for reimbursement \*
- Dozers - not eligible for reimbursement \*
- Aircraft - actual operating costs on file with STATE
- Specialized Equipment - actual operating cost on file with STATE

\* For initial attack incidents, engine and dozer operating costs are covered through Gray Book funding.

Extended Attack/Multi-Operational Period Incident:

COUNTY personnel - Same as an Initial Attack Incident

COUNTY paid call/ - Same as an Initial Attack Incident  
volunteer firefighter

COUNTY handcrew - Same as an Initial Attack Incident

COUNTY equipment -

- engines - actual operating cost on file with STATE
- dozers - actual operating cost on file with STATE
- aircraft & specialized equipment - Same as an Initial Attack Incident

For move-up and cover or special staffing pattern activation, it is the responsibility of the COUNTY Duty Chief and STATE CSR Duty Chief to identify those COUNTY resources that will be eligible for reimbursement and the duration of the move-up and cover or special staffing pattern. Once approved by STATE, the following costs incurred by these COUNTY resources will be eligible for STATE reimbursement:

Move-Up & Cover/Special Staffing Pattern:

COUNTY personnel - Unscheduled overtime as a result of move-up & cover or special staffing pattern

COUNTY equipment -

- Engines, dozers, aircraft, specialized equipment - actual operating cost on file with STATE

COUNTY will submit equipment rate schedules for review and approval by STATE. Rates on file with STATE at time of initial dispatch will be used to reimburse COUNTY.

Rates submitted by COUNTY will be developed to address reimbursement for State Responsibility incidents within COUNTY SRA Protection Area and for STATE requests to COUNTY for COUNTY resources responding to a State Responsibility Area wildland fire outside COUNTY. Reimbursement will be based on a "wet" rate.

F. California Fire Assistance Agreement Resource Request:

As the STATE's agent in providing wildland fire protection to State Responsibility Area within County SRA Protection Areas, provisions set forth in the California Fire Assistance Agreement will apply for the use of local agency resources (excluding COUNTY resources) by COUNTY when responding to State Responsibility Area incidents within COUNTY SRA Protection Areas. Resources ordered through this agreement will be identified by the COUNTY's State Responsibility Area Identifier (LAU) as prefixed to the resource request number.

Under the California Fire Assistance Agreement, there is a specified mutual aid or "no cost" time period with time beyond that period being eligible for reimbursement per established rates. Requests for resources used beyond the mutual aid period will require STATE approval.

G. Hired Equipment:

Whenever it is determined necessary to hire private equipment in support of an incident, approvals for such hires will be obtained through the STATE Agency Representative or the STATE's Southern California Region (CSR) Command Center Duty Officer pending the arrival of the agency representative. In all cases, COUNTY will assure that procedures for hired equipment found in the STATE Handbook 3800 on Incident Fiscal Management and STATE Handbook Section 7761.2.2.3 which requires the hiring of private equipment from disabled veteran-owned business enterprises (DVBE) are followed if billing for equipment is to be through STATE.

COUNTY will assure that private equipment operators hired by COUNTY for State Responsibility Area incidents within COUNTY SRA Protection Areas that are to be reimbursed by STATE are capable of safely operating their equipment while on the fire line and that privately owned equipment is safe for incident use. Requests for bulldozers and water tenders placed through the STATE's CSR Command Center must specify immediate or planned need, fire ready or support as defined in Appendix E of this Operating Plan.

H. Incident Support:

STATE will directly provide, or reimburse the COUNTY for, all necessary support costs for an incident covered by the AGREEMENT. Support costs may include meals and lodging in motels or hotels for all personnel assigned to the incident. Approval for these costs must be obtained from the STATE Agency Representative in advance. STATE purchasing rules and regulations shall be a



determining factor for approving COUNTY purchases for STATE reimbursement. Proper accounting documentation must be assured for reimbursement if the COUNTY is to pay the provider directly and then seek payment from the STATE.

The STATE will assume the financial responsibility for providing the tools, materials,, foodstuffs, and supplies necessary to properly support incident operations. When feasible, STATE shall make payments directly to vendors providing such services and commodities. Invoices should be presented directly to the STATE Agency Representative at the incident.

STATE rules and regulations governing incident retrograde will be followed when addressing surplus supplies and foodstuffs (reference Appendix F for retrograde guidelines). The STATE will only be responsible to replace COUNTY property or equipment lost or damaged on an incident to the extent allowed in STATE policy on the Emergency Fund found in STATE Handbook 3800.

I. Out-of-County Assignments:

COUNTY resources (equipment and personnel) requested directly by STATE Southern California Region (CSR) Command Center for out-of-county assignments, requests will be Assistance-for-Hire. When COUNTY resources are ordered through the California Fire Assistance Agreement, reimbursement will be based on those rates established by the agreement.

When requested by STATE, for an out-of-county State Responsibility Area wildland fire as assistance-for-hire, meals and lodging incurred by COUNTY personnel traveling to and from the wildland fire may be eligible for STATE reimbursement. Cost of meals and lodging will be reimbursed based on COUNTY per diem policy and rates. Once COUNTY personnel arrive at the incident, meals and sleeping accommodations will be the responsibility of the STATE to provide. For COUNTY to be eligible for per diem cost reimbursement while on-incident, STATE Incident Commander or STATE Agency Representative must approve such expenses.

COUNTY engine strikes teams ordered by STATE, COUNTY may include a strike team leader "trainee" position. When assigned, COUNTY will advise STATE that a trainee position has been added to the engine strike team order/request number. Individuals serving as strike team leader trainee shall be qualified under Incident Command System guidelines that govern trainee assignments.

COUNTY resources not ordered through the Mutual Aid System will be reimbursed based on COUNTY rate schedules as agreed to by STATE and

COUNTY. Reimbursement for staffing on engine companies will be limited to three persons unless an ICS Type 1 engine with four person staffing is specifically requested. If COUNTY engine staffing standards require a fourth person on COUNTY Type 2 and 3 engines, STATE will reimburse COUNTY for this additional engine staffing.

J. STATE Incident Command Teams:

COUNTY personnel assigned to a STATE Incident Command Team (ICT) shall meet the training and/or experience requirements for their assigned position. ICT trainees shall have the prerequisite knowledge, skills, and abilities for their trainee assignment.

ICT members are required to stand-by on an assigned rotational basis during the declared fire season period as determined by STATE. There is no compensation by STATE for ICT members while on stand-by status. ICT member availability during the non-fire season period will be on "as available" basis. Appendix G of this Operating Plan outlines ICT rotation schedule for fire and non-fire season periods.

Upon team activation during declared fire season period, ICT members are required to respond within 60 minutes after being contacted by their respective dispatch center. ICT members will be expected to remain available for the entire duration of an incident. When an ICT is placed on "hard cover" status by STATE awaiting an assignment, time spent by ICT members beyond normal work hours is eligible for STATE reimbursement. Reimbursement to COUNTY for ICT members shall be in accordance with reimbursement procedures of this Operating Plan.

ICT activation can occur in support of a non-wildland fire incident (e.g., flood, earthquake, etc.). Participation for non-wildland fire incidents is optional for COUNTY ICT members, as STATE reimbursement through the STATE Emergency Fund can not be guaranteed in support of a team activation.

COUNTY will be responsible for all costs associated with ICT training and team meetings. STATE requests that COUNTY ICT members be made available to attend training and team meetings when scheduled.

K. Communications:

In support of this Operating Plan, a Communications Plan, Appendix H lists radio frequencies that may be used by COUNTY on State Responsibility Area incidents within COUNTY SRA Protection Areas. The Plan will include STATE radio

frequencies that are appropriate for use within the COUNTY. Requests for use of STATE frequencies and other available frequencies must be processed through the STATE's Southern California Region (CSR) Command Center.

COUNTY will ensure that all resources assigned to an incident have direct radio communications with their immediate supervisor on the incident. The STATE Agency Representative will be responsible to ensure that an adequate interagency radio system is functioning to provide safe and efficient use of STATE resources assigned to the incident.

STATE and COUNTY agree to allow the joint use of radio frequencies under their control for incident operations.

L. Joint Projects:

COUNTY and STATE may jointly conduct appropriate mutual interest projects to maintain or improve the fire protection capability of either agency. Such projects will be properly documented and will set forth the objectives of each undertaking and the role each agency will play in accomplishing that objective. Anticipated cost and the amount of each agency's share of the cost will be shown and itemized.

## **VI. INCIDENT BILLING**

Billing for State Responsibility Area incidents within COUNTY SRA Protection Areas and out-of-county assignments at the direct request of STATE will be handled through the COUNTY and STATE administrative sections. When billings are submitted for reimbursement, the following itemized information shall be provided:

- Incident Name and Order Number.
- Initial Attack or Extended Attack Incident
- Description of resource(s) with corresponding request number.
- Reimbursement rate charged.
- Supporting documentation (dispatch records) identifying time assigned to incident.
- Logistical purchase(s) with corresponding request number(s).

Billing for State Responsibility Area incidents within COUNTY SRA Protection Areas and STATE requested out-of-county assignments shall be approved by STATE within 6 months of the incident control date. If COUNTY or STATE cannot meet this approval time frame, COUNTY or STATE may request an extension that will be done in writing. Once an invoice is approved and processed by STATE for payment, STATE will advise COUNTY.

Correspondence and invoice submittal to STATE for incident reimbursement should be mailed to the following address:

California Department of Forestry  
and Fire Protection  
2524 Mulberry Street  
Riverside, California 92501

Attn: Deputy Chief, Contract Counties

Payment to County for services rendered to STATE should be mailed to the following address:

Los Angeles County Fire Department  
P. O. Box 1859  
Sacramento, California 95812-0110

Correspondence to COUNTY regarding incident billings should be mailed to the below address.

Los Angeles County Fire Department Financial  
Management Division, Room 225  
1320 North Eastern Avenue  
Los Angeles, California 90063-3294

## **VII. STATE RESPONSIBILITY AREA DIRECT PROTECTION MAPS**

Areas protected under the AGREEMENT have been delineated on a State Responsibility Area Direct Protection Map for the COUNTY and will be kept on file with COUNTY and STATE. At least once each year and no later than May 15th, COUNTY and STATE will conduct a joint review of COUNTY SRA Protection Area Map.

When areas classified as State Responsibility Area change land status through city annexation or federal land acquisition, STATE will advise COUNTY of the change in State Responsibility Area classification. When areas classified as State Responsibility

Area have a change in land status which no longer qualifies an areas as State Responsibility Area under Public Resources Code Section 4126 (Appendix I or Operating Plan), COUNTY will advise STATE of the change in classification. The form to be used by COUNTY to advise STATE of changes in State Responsibility Area classification is found in Exhibit 1 of this Operating Plan.

## **VII. FIRE PREVENTION**

Through the AGREEMENT, STATE has conveyed to COUNTY as the duly authorized agent of the STATE the enforcement of state forest and fire laws on lands within the COUNTY which have been classified as State Responsibility Area.

COUNTY may adopt ordinances, rules and regulations that may be more restrictive than state regulations to meet local conditions of climate, vegetation, and other hazards. Those local ordinances, rules, and regulations that apply to State Responsibility Area lands may be reviewed by STATE prior to implementation. As STATE agent, COUNTY has authorization for issuing burn permits for all legal burning activities on SRA lands within the COUNTY.

As the STATE provides funding to COUNTY for fire prevention services, COUNTY will conduct an aggressive fire prevention program directed at fire causes common on State Responsibility Area lands.

COUNTY shall provide weekly statistics on activities relating to fire suppression and prevention on State Responsibility Area incidents within the COUNTY in the format required by STATE. These statistics are needed to STATE each Monday with statistics covering fire suppression and prevention activities for the previous seven-day period.

## **VIII. LAW ENFORCEMENT**

Under the AGREEMENT, COUNTY as STATE agent for enforcing state forest and fire laws on State Responsibility Area lands within COUNTY SRA Protection Areas will investigate for cause all fires which occur on State Responsibility Area protected by COUNTY. For large or unusually complex investigations, STATE may be requested by COUNTY for assistance with the level of support based on availability of STATE personnel and equipment.

For those State Responsibility Area fires within COUNTY SRA Protection Areas in which STATE or COUNTY plan to seek reimbursement for STATE or COUNTY suppression costs from a third party, a joint-investigation between STATE and COUNTY may occur to avoid duplication of effort and a joint cost collection package may be

developed. COUNTY has the authority to issue Letters of Demand for all Civil Fire Suppression Cost Recovery amounts of, or less than \$50,000 of STATE incurred costs as outlined in Appendix J of this Operating Plan.

For those State Responsibility Area fires within COUNTY SRA Protection Areas which are greater than \$50,000 of STATE incurred costs, STATE may decide to pursue Civil Fire Suppression Cost Recovery. In such cases, STATE will advise COUNTY of such actions and determine if COUNTY wants to jointly participate with STATE in said cost recovery efforts.

For those Civil Fire Suppression Cost Recovery incidents pursued by either STATE and/or COUNTY in which STATE or COUNTY are representing both STATE and COUNTY interests, a pre-settlement conference shall be held between STATE and COUNTY prior to entering into any cost recovery settlement agreement.

When an extended attack State Responsibility Area fire occurs as a result of a violation of law or because of negligence and/or a responsible party is identified, the COUNTY will immediately notify the STATE through the STATE's Southern California Region (CSR) Command Center, Attention: CSR Duty Officer.

## **X. FIRE PLAN**

STATE has provided funding to COUNTY to help reduce total wildland fire costs and associated losses within the COUNTY by protecting assets at risk identified in the California Fire Plan through focused pre-fire management prescriptions and increasing initial attack success on State Responsibility Area wildland fire incidents within COUNTY SRA Protection Areas. In support of this effort, a position to coordinate vegetation management activities and a position to implement pre-fire management planning objectives as identified in the California Fire Plan have been authorized.

For those vegetation management burns that occur on State Responsibility Area within COUNTY SRA Protection Areas and will be reimbursed by STATE, COUNTY will advise the STATE at least 24 hours prior to burning. COUNTY's point of contact for this notification will be the STATE's Southern California Region (CSR) Duty Chief.

## **XI. GENERAL PROVISIONS**

### **A. Periodic Review:**

STATE and COUNTY will make staff available during fire season for an on-the-ground inspection of this Operating Plan.

B. Updating of Plan:

STATE and COUNTY will meet at least annually prior to May 15th or more often if necessary, to review the entire Operating Plan and update as necessary.

C. Public Information:

STATE and COUNTY will attempt to provide only current, accurate information on their own activities to the public or media. Each agency will refer inquiries to the appropriate agency and will develop a joint response when the topic relates to cooperative efforts under this Operating Plan.

D. Augmentation or Reduction of Resources:

If, during the effective period of this Operating Plan, STATE or COUNTY receives a budget change (increase or decrease) that could significantly modify the provisions of this Operating Plan, a revision to the Operating Plan may be jointly negotiated.

E. Training:

STATE and COUNTY will hold periodic training meetings for the purpose of acquainting personnel with the provisions of the AGREEMENT, this operating plan and the operational procedures of each agency. STATE will afford COUNTY, on a space available basis, opportunities in other formal STATE training sessions or workshops.

At the request of COUNTY, STATE will provide training classes in COUNTY on wildland fire fighting and command. Whenever practical, joint training sessions between STATE, COUNTY and other local cooperators are encouraged.

F. Capital Outlay:

When funding has been provided for capital outlay improvements, COUNTY should be making verifiable expenditures toward improvements at those COUNTY facilities listed in the Gray Book. When available, COUNTY shall consider using Capital Outlay funding to employ and/or purchase materials from vendors with disabled veteran-owned business enterprise (DVBE) status. Capital outlay projects as part of this Operating Plan are identified in Appendix K.

Upon completion of a capital outlay project, COUNTY will provide STATE, Attention: Chief, Operations with a letter of project completion using the format

found as Exhibit #2 of this Operating Plan. If any funds were used to employ and/or purchase materials from DVBE vendors, those expenditures will be listed by vendor and amount expended in this project completion report.



## EXHIBIT #1

### CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

#### SRA LAND CLASSIFICATION AUTOMATIC EXCLUSION

CDF REGION: SOUTHERN CONTRACT COUNTY: \_\_\_\_\_

SRA EXCLUSION ID: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
3-LETTER SEQUENTIAL CALENDAR  
AGENCY ID IDENTIFIER YEAR  
(001,002,ETC...)

DESCRIPTION OF SRA EXCLUSION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACRES TO BE REMOVED FROM SRA CLASSIFICATION: \_\_\_\_\_

LOCATION OF SRA EXCLUSION: \_\_\_\_\_

USGS MAP REFERENCE: \_\_\_\_\_ LEGAL DESCRIPTION

\_\_\_\_\_  
NAME/TITLE/TELEPHONE NUMBER  
OF PERSON SUBMITTING SRA EXCLUSION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
REQUESTS FOR SRA AUTOMATIC EXCLUSION SHALL BE  
MAILED TO THE FOLLOWING ADDRESS:

CALIFORNIA DEPARTMENT OF FORESTRY AND  
FIRE PROTECTION  
2524 MULBERRY STREET  
RIVERSIDE, CALIFORNIA 92501

ATTN: DEPUTY CHIEF, CONTRACT COUNTIES

## EXHIBIT #2 (sample)

TO: Deputy Chief, Contract Counties CDF  
Southern California Region

FROM:

DATE:

SUBJECT: CAPITAL OUTLAY PROJECT COMPLETION REPORT

In accordance with Section XI (F) of the California Department of Forestry and Fire Protection/County of \_\_\_\_\_ Fire Department Operating Plan, the following capital outlay project(s) has/have been completed:

Projection Description	Fiscal Year Funds Allocated	Amount Expended
<i>Station 16 Remodel</i>	<i>97 98 FY</i>	<i>\$15,000</i>
	<i>98 99 FY</i>	<i>\$30,000</i>
<i>Command Center Expansion</i>	<i>97 98 FY</i>	<i>\$40,000</i>
	<i>98 99 FY</i>	<i>\$45,000</i>
	<i>99 00 FY</i>	<i>\$10,000</i>

### DVBE CAPITAL OUTLAY EXPENDITURES:

PROJECT	VENDOR	AMOUNT EXPENDED
<i>Station 16 Remodel</i>	<i>Tim Sappok, Inc</i>	<i>\$15,000</i>
<i>Command Center Expansion</i>	<i>Joe Smith Construction</i>	<i>\$7,500</i>

## APPENDIX A

Wildland responses shall consist of two response levels:

a. Standard Response Level Burn Index 0 to 152

<u>First Alarm</u>	<u>Second Alarm</u>
5 Engines	5 Engines
1 Patrol	4 Ground Crews
3 Helicopter w/crews	1 Dozer Team
4 Ground crews	1 Water Tender
1 Dozer Team	1 Construction Superintendent
1 Water Tender	1 Helitender
3 Superintendents	1 Squad
2 Battalion Chief	2 Air Tankers
* 2 SuperScoopers (Seasonal)	1 Battalion Chief
	1 Assistant Chief

b. Augmented Response Level Red Flag Alert, or Burn Index 153 or higher

<u>First Alarm</u>	<u>Second Alarm</u>
7 Engines	5 Engines
1 Patrol	4 Ground Crews
* 3 Helicopter w/ 2 crews	1 Water Tender
4 Ground crews	1 Construction Superintendent
2 Dozer Teams	1 Helitender
1 Water Tender	1 Squad
3 Superintendents	2 Air Tankers
2 Battalion Chiefs	1 Battalion Chief
	1 Assistant Chief



## APPENDIX B

### 002 CDF AIR-TACTICAL, AIRTANKERS & FEDERAL TANKERS - CALIFORNIA 2/28/02

BASE	TAIL #	TYPE	N number	START	END	DAY OFF
ROHNERVILLE	A-120	OV-10	N413DF	16-Jun	15-Oct	
	T-96	S-2	N443DF	1-Jul	15-Oct	MONDAY
REDDING	A-240	OV-10	N421DF	10-Jun	15-Oct	
	T-94	S-2	N446DF	16-Jun	15-Oct	TUESDAY
	T-95	S-2	N448DF	16-Jun	15-Oct	WEDNESDAY
CHICO	A-210	OV-10	N402DF	16-Jun	15-Oct	
	T-84	S-2	N423DF	16-Jun	15-Oct	SUNDAY
UKIAH	A-110	OV-10	N410DF	16-Jun	15-Oct	
	T-90	S2T	N434DF	16-Jun	15-Oct	
	T-91	S2T	N428DF	16-Jun	15-Oct	
SONOMA	A-140	OV-10	N414DF	16-Jun	15-Oct	
	T-85	S-2T	N438DF	16-Jun	15-Oct	
	T-86	S-2T	N4433DF	16-Jun	15-Oct	
GRASS VALLEY	A-230	OV-10	N408DF	16-Jun	15-Oct	
	T-88	S-2T	N426DF	16-Jun	15-Oct	
	T-89	S-2T	N425DF	16-Jun	15-Oct	
COLUMBIA	A-440	OV-10	N400DF	16-Jun	15-Oct	
	T-82	S-2T	N422DF	16-Jun	15-Oct	
	T-83	S-2T	N424DF	16-Jun	15-Oct	
HOLLISTER	A-460	OV-10	N415DF	1-Jun	31-Oct	
	T-80	S-2	N404DF	1-Jun	31-Oct	SUNDAY
	T-81	S-2	N447DF	1-Jun	31-Oct	MONDAY
FRESNO	A-430	OV-10	N407DF	23-May	31-Oct	
	T-78	S-2	N412DF	23-May	31-Oct	TUESDAY
PORTERVILLE	A-410	OV-10	N419DF	1-Jun	31-Oct	
	T-76	S-2	N417DF	1-Jun	31-Oct	MONDAY
PASO ROBLES	A-340	OV-10	N418DF	1-Jun	31-Oct	
	T-74	S-2T	N439DF	1-Jun	31-Oct	THURSDAY
	T-75	S-2	N420DF	1-Jun	31-Oct	FRIDAY
HEMET	A-310	OV-10	N429DF	17-May	30-Nov	
	T-72	S-2T	N435DF	17-May	15-Nov	
	T-73	S-2T	N437DF	16-Jun	30-Nov	
RAMONA	A-330	OV-10	N409DF	1-May	30-Nov	
	T-70	S-2T	N427DF	1-May	31-Oct	
	T-71	S-2T	N432DF	1-Jun	30-Nov	

**2002 FEDERAL AIRTANKERS - CALIFORNIA**

BASE	T-#	Aircraft	TYPE	CAPACITY	START	END	DAY OFF
Redding	T-20	P3A	I	3000	6/11	10/14	Thursday
Chester	T-15	DC4	II	2000	6/15	10/14	Friday
Chico	T-18	SP2H	II	2000	7/5	10/15	Wednesday
Fresno	T-64	C130A	I	3000	5/22	10/29	Saturday
Porterville	T-161	DC4	II	2000	6/7	10/23	Thursday
Porterville	T-162	DC4	II	2000	7/7	9/30	Tuesday
Santa Barbara	T-67	C130A	I	3000	6/2	11/12	Tuesday
Lancaster	T-151	DC4	II	2000	7/2	11/15	Saturday
Lancaster	T-152	DC4	II	2000	6/13	11/02	Wednesday
Lancaster	T-07	P2V-5	II	2000	6/29	11/14	Thursday
San Bernardino	T-63	C130A	I	3000	6/1	10/28	Sunday
San Bernardino	T-16	SP2H	II	2000	6/11	10/30	Monday
Ramona	T-160	DC4	II	2000	6/2	11/16	Tuesday





**Los Angeles County Fire Department  
Resource Billing Rates  
Effective 07/01/02 thru 06/30/03**

<b><u>CAMP RESOURCES:</u></b>	<b><u>FIRE/EMERGENCY WORK</u></b>	<b><u>HOURLY RATE</u></b>
Camps 2, 8 & 9	Fire Suppression Aid	30.71
	Fire Fighter Specialist	82.63
	Captain	97.75
Camp 12 (Sheriff) & Camps 15 and 17 (Probation)	Fire Fighter Specialist	82.63
	Captain	97.75
Camps 11, 13, 14, 16 & 19 (CDC)	Inmate	1.00
	Fire Fighter Specialist	82.63
	Captain	97.75
	CDC Personnel	various
	Crew Tech Specialist (BC)	112.18
 <b><u>ENGINE RESOURCES:</u></b>		
1 Captain (Capt)		96.11
1 Fire Fighter Specialist (FFS)		81.32
1 Fire Fighter (FF)		69.07
Three-man Engine		246.50
Four-man Engine (+ 1 FF)		315.57
Captain - Paramedic		112.18
Fire Fighter - Paramedic		79.80
Battalion Chief (BC)		112.18
Assistant Fire Chief (AC)		125.59
Call Fire Fighter, Supervisor		21.07
Paramedic Squad (2 FFPM)		159.60

**Los Angeles County Fire Department  
Resource Billing Rates  
Effective 07/01/02 thru 06/30/03**

<b><u>AIRCRAFT RESOURCES:</u></b>	<b><u>HOURLY RATE</u></b>
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**HELICOPTERS**

Bell - Model 206B (#10)	653.45
Bell - Model 412 (#11, #12, #17, #18)	2,166.17
Sikorsky-Fire Hawk (#16 & #19)	4,625.21

**AIRCRAFT PERSONNEL**

Pilot	104.83
Fire Fighter - Paramedic	89.88

RETARDANT FOAM - \$9.45 per gallon	(Rate is subject to change based on L.A. County's vendor rates).
------------------------------------	--

**OVERHEAD RESOURCES:**

Accountant II	42.69
Accounting Officer III	73.03
Accounting Technician I	32.04
Accounting Technician II	35.56
Administrative Assistant II	45.72
Administrative Assistant III	50.95
Administrative Services Manager II	67.65
Administrative Services Manager III	83.24
Assistant Chief, Financial Management	83.22
Assistant Chief, IMD	85.30
Carpenter	46.92
Carpenter Working Supervisor	51.61
Communication Services Analyst	59.66



**Los Angeles County Fire Department  
Resource Billing Rates  
Effective 07/01/02 thru 06/30/03**

<b><u>OVERHEAD RESOURCES (CON'T):</u></b>	<b><u>HOURLY RATE</u></b>
Communications Systems Technician	49.77
Community Services Liaison	61.45
Data Systems Analyst I	53.26
Deputy Fire Chief	135.01
Deputy Forester	99.85
EDP Senior Systems Programmer	71.25
Electrician	57.86
Electrician Working Supervisor	63.64
Financial Specialist I	43.32
Financial Specialist IV	66.83
Fire Dispatcher I	38.26
Fire Dispatcher II	44.93
Fire Dispatcher Specialist	48.61
Fire Equipment Mechanic	50.14
Fire Fighting Construction Equipment Operator	82.58
Fire Prevention Engineering Assistant II	69.02
Fire Suppression Aid (Swamper)	30.71
Forestry Assistant	88.91
Forestry Technician	43.09
Head Fire Dispatcher	52.61
Health Hazmat Control Manager	82.04
Health Hazmat Specialist II	68.70
Health Hazmat Specialist III	70.59
Intermediate Typist Clerk	27.49
Medium Truck Driver	31.19
Senior Cook	33.51
Senior Fire Equipment Mechanic	52.65
Senior Fire Fighting Construction Equipment Operator	87.18
Senior Fire Suppression Aid	32.40
Senior Survey Mapping Technician	51.83
Senior Typist Clerk	30.96

**Los Angeles County Fire Department  
Resource Billing Rates  
Effective 07/01/02 thru 06/30/03**

<b><u>OVERHEAD RESOURCES (CON'T):</u></b>	<b><u>HOURLY RATE</u></b>
Staff Assistant I	36.44
Staff Assistant III	49.96
Student Professional Worker	16.56
Student Worker	11.60
Supervising Administrative Assistant II	14.03
Supervising Administrative Assistant III	67.82
Supervising Fire Dispatcher	50.08
Supervising Fire Fighting Construction Equipment Operator	97.64
Supervising Health Hazmat Specialist	76.38
Survey Mapping Technician	49.10
Systems Aid	34.62
Transportation Truck Driver (Bulldozer Transport Driver)	40.80
Welder	52.52

**OTHER EQUIPMENT:**

**BULLDOZERS\*\***

CAT D8H #FW 1, 2, 3, 4, 5, 6 & 7	90.00
CAT D8H #FW 4 & 7 (with Ripper)	102.00
CAT D6C #FW16	40.00
CAT D6C #FW1 6 (with Ripper & Slopeboard)	47.00

**TRACK LOADERS \*\***

CAT 941 #FW8	47.00
CAT 977 #FW17	72.00
John Deere 450 #FW10	17.00

**Los Angeles County Fire Department  
Resource Billing Rates  
Effective 07/01/02 thru 06/30/03**

<b><u>OTHER EQUIPMENT (CON'T):</u></b>	<b><u>HOURLY RATE</u></b>
<b><u>RUBBER TIRE LOADER **</u></b>	
CAT 950E #FW12	66.56
<b><u>GRADERS**</u></b>	
CAT 120 #FW9	45.00
CAT 14G #FW14	71.80
CAT 130G #FW13	55.80
<b><u>BACKHOES**</u></b>	
John Deere 410 #FW15	55.00
JCB 1550 #FW18	79.00
JCB 1550 #FW18 (with Breaker)	117.00
JCB 1550 #FW1 8 (with Chisel, \$117.00 per hour plus \$100.00 per inch of Chisel)	
<b><u>OTHER</u></b>	
Food Dispenser	111.79
Meals	2.50
Fuel Dispenser	69.07
Helitender	69.07
Water Tender	69.07

Mileage Reimbursement Rate: \$0.33 per mile

\*\* Rates may be adjusted during FY 2002-03 and do not include associated personnel costs.

## CDF/CONTRACT COUNTY E-FUND POLICY APPENDIX D OF OPERATING PLAN

### **EMERGENCY FUND POLICY**

**3821**

This section, and its subsections, provide instructions on the fiscal management of the Emergency Fund. The governing authority for fiscal policies is found in the annual budget act, state laws and regulations, and departmental policy.

This policy is formulated to assist managers and supervisors with a means to fund the additional incident operational costs associated with managing a wildland fire incident. The policy is to be taken as an operational guide as well as representing CDF policy.

### **PURPOSE OF EMERGENCY FUND**

**3821.1**

The Emergency Fund is an expenditure account (sometimes called the E Fund or "09" account) authorized in the annual Budget Act. It exists to fund unbudgeted emergency suppression, detection and related. emergency revegetation costs. It may be used any time of the year for situations where budgeted CDF initial attack forces are unable to cope with a wildland fire emergency, where additional fire detection capability is required to retain minimum initial attack capability during extreme fire conditions, to minimize the greater costs caused by fires escaping initial attack, or to respond to valid requests for mutual aid by another government authority. It may also be used on a reimbursable basis for assistance-by-hire (for fire emergencies). When providing assistance to another agency, CDF should strive to have the other agency purchase the goods and supplies needed directly using their processes, or if CDF must do the purchasing, use the other agency purchase documents and authority.

Please note that when CDF responds to a non-fire incident, the costs associated with that response are chargeable to the units support budget unless a special funding account has been established by Sacramento Headquarters per Section 3820.3.

Costs associated with Schedule A personnel and equipment are not chargeable to the Emergency Fund except in support of wildland fires as discussed in Section 3821.9 (h) and (I).

### **RESPONSIBILITY OF EMPLOYEES USING THE EMERGENCY FUND 3821.2**

The use of the Emergency Fund (and the accompanying departure from normal state business processes) will be guided by the professional judgement and integrity of the responsible CDF officer authorizing Emergency Fund expenditures. All employees will be accountable for following the guidelines listed under 'section 3821.7 (Expenditure Authorization), Section 3821.8 (Conditions for Use), and Section 3821.9 (Proper Expenditures).

## CDF/CONTRACT COUNTY E-FUND POLICY APPENDIX D OF OPERATING PLAN

### **RESPONSIBILITY OF UNIT MANAGERS TO REDUCE COSTS TO 3821.3**

#### **THE EMERGENCY FUND**

It is the policy of the Director that Unit Chiefs and Incident Commanders will take all reasonable action to reduce costs to the Emergency Fund. Such mitigating action will be consistent with the objectives of the department's Fire Plan and appropriate labor contracts.

### **RELATIONSHIP OF DEFINITION OF "EMERGENCY" TO MOUs OR 3821.4 LETTERS OF UNDERSTANDING**

The "Conditions for Use" established in Section 3821.8 of this policy are not intended to replace understandings or definitions of "emergency" found in any labor contract or letter of understanding.

### **RELATIONSHIP OF EMERGENCY FUND POLICY TO MUTUAL AID 3821.5**

Nothing in these guidelines should be understood to discourage the use of free and reciprocal mutual aid, nor is this policy intended to change Unit policies which allow exchange of services at a lesser cost than the maximum allowed in this policy. See also Section 3823.1 on mutual aid.

### **FIELD AUDIT REQUIREMENTS FOR USE OF THE EMERGENCY 3821.6 FUND**

Unit Chiefs and Region Chiefs are responsible for auditing the use of the Emergency Fund to ensure that expenditures are being made within these policy guidelines. The department auditor is available to provide guidance and assistance.

### **EXPENDITURE AUTHORIZATION 3821.7**

All Emergency Fund expenditures will normally be approved by a CDF Battalion Chief level or higher officer. Exceptions shall be made for other classes of employees 1) when acting as an Incident Commander, 2) when providing service center support to an extended attack or major fire, 3) when on travel status outside their home unit en route to or from a going fire, staging area, or a move-up or cover assignment, or 4) when assigned to the logistics section of an incident when such authority has been delegated by the incident commander.

Emergency Fund authorization will be limited to those resources ordered by or under CDF control on the incident. Control is defined as being fully integrated into the incident management process based on resource requirements determined by the incident commander or unified command.

## CDF/CONTRACT COUNTY E-FUND POLICY

### APPENDIX D OF OPERATING PLAN

The Incident Commander(s) will document such control by obtaining an order and request number(s) for resources under CDF control. **Resources committed to a contract county fire on an approved order and request number are considered to be under CDF control for Emergency Fund purposes.**

Each person authorizing Emergency Fund expenditures is personally responsible for the appropriateness of such expenditures. All personnel authorizing expenditures are personally responsible for complying with established rules and guidelines, even though the actual purchase may be made by another employee. Additionally, all personnel are subject to the procurement policies of the state even if responsibility for the fire rests with another agency.

### CONDITIONS FOR USE

**3821.8**

Proper conditions for expenditures of the Emergency Fund include the following:

- A. When a significant percentage of CDF initial attack resources in one or more Units are committed to suppression activities and there is a significant need for reinforcements to maintain initial attack strength. (Refer to "K" below)
- B. When the potential for extended attack or major fires exists due to extreme predicted or existing fire weather conditions or available initial attack resources are depleted and there is a need for additional personnel and equipment for incident response, move-up and cover, or assignment to staging areas or regional mobilization centers.
- C. When rental equipment located close to the fire can be used advantageously. Upon arrival of additional CDF units, continued use of rental equipment should be reevaluated in light of current fire conditions.
- D. When special equipment, such as water tenders, bulldozers, or fuel tenders is needed to support CDF personnel and equipment.
- E. When CDF airtankers, helicopters, and/or fixed wing utility aircraft are used on a fire.
- F. When move-up or cover aircraft are necessary and aircraft are dispatched for this purpose. The rule in "E" above shall apply once move-up aircraft arrive at an air attack base.
- G. All landing fees, which are fire related, are charged to the Emergency Fund.
- H. When intermittent helicopters or fixed wing utility aircraft are used and contract aircraft are not available, or when the planned mission cannot be accomplished within an existing contract.

## **CDF/CONTRACT COUNTY E-FUND POLICY**

### **APPENDIX D OF OPERATING PLAN**

- I. When providing fire protection emergency mutual aid or assistance-by-hire to another governmental authority. This would include both fire control and fire suppression related activities. Activities not directly related to the suppression effort must be charged to the support budget.

Non-fire incidents are not chargeable to the Emergency Fund, whether or not reimbursed. In cases of major non-fire emergency assistance (flood, earthquake, and human-caused disasters), a PCA code other than 00900 may be assigned by the Sacramento accounting office, and reimbursement may be made available to the Units per Section 3820.3. PCA 00900 is restricted to emergency fire suppression.

- J. When contract county resources (personnel and equipment as identified in the CDF/Contract County Operating Plan) are used on SRA fires within the contract county.
- K. When a special staffing pattern order number has been issued to provide SRA coverage.

### **PROPER EXPENDITURES**

**3821.9**

Expenditures from the Emergency Fund can include:

- A. Rental of motorized equipment to scout a fire, transport personnel and equipment, work the fireline, or to perform other closely related incident activities.
- B. Rental of other firefighting equipment such as bulldozers, water tenders, or chain saws.
- C. Rental of helicopter, or fixed wing utility aircraft for suppression, supplement detection, transportation of personnel and supplies, reconnaissance, or medical evacuation.
- D. Rental of aircraft as outlined under Section 3821.8 (Conditions for Use), items E, F, G, H and J above.
- E. Purchase of fire retardants and/or fire suppression foams.
- F. Payment of wages to non-state funded organized crews and personnel needed for fire suppression; payment of wages to emergency workers for fire suppression and support directly related to the fire suppression effort. (NOTE: emergency workers must be tied to an incident through an -order and request number and may not be used to augment either the budgeted length of fire season or engine staffing standards. See also Section 3836.2.

## **CDF/CONTRACT COUNTY E-FUND POLICY**

### **APPENDIX D OF OPERATING PLAN**

For fires inside CDF jurisdiction or threaten State DPA, Schedule "C" volunteers and paid call firefighters may be paid from the Emergency Fund after the period of time beginning with the dispatch of the resource until (1) two hours have elapsed, or (2) it is obvious (if less than two hours) that the fire will expand beyond initial attack. The Director may grant exceptions to the two-hour rule when properly justified. (See also Section 3821.11.)

Contract County volunteers and paid call firefighters may be eligible for CDF reimbursement after being assigned to a State Responsibility Area (SRA) wildland fire within their respective county for more than two hours from initial dispatch. Those volunteer and paid call engine companies listed in Appendix C of CDF/Contract County Operating Plan may be eligible for CDF reimbursement.

#### **G. "Section G not applicable to Contract County"**

~~Payment of unplanned overtime (1 ½ time) to applicable CDF employees needed for incident control activities, determination of origin and cause of the fire, a required ICS trainee assignment, or for other support activities directly related to the specific incident and always authorized by an order and request number. Overtime limits or accumulation criteria shall be governed by the Memorandum of Understanding for the employee or (if nonrepresented) by department policy.~~

**NOTE:** ~~Base salaries for CDF employees are never charged to the Emergency Fund. Planned overtime (1 ½ time) for CDF employees (during budgeted fire season) is never charged to the Emergency Fund. However, planned overtime for switching to ERP pay status for fire emergencies occurring outside declared fire season is chargeable to the Emergency Fund. Time sheets must be documented with an order number or the charge will be assessed to the employee's home index.~~

#### **ALSO**

**NOTE:** ~~For Firefighters I, all unplanned overtime has been budgeted and is paid from the Emergency Fund since FY 1985-86, whether or not it is related to a fire. Whenever a Firefighter I works overtime and is not on an order and request number, the overtime is coded on the time sheet to the Emergency Fund using the "generic" order number for the ranger unit which is provided annually by Sacramento Accounting. But remember the ONLY authorized use of the generic order number is for FFI non fire overtime. See also Section 3831.2.8.~~

~~Whenever unplanned overtime is charged to the Emergency Fund, the entry on the time sheet must be documented with an order number. Any overtime not coded with the incident's order number or with the generic order number will be charged to the employee's home unit normal operating funds. Additionally, the Emergency Fund cannot be used to change authorized Blue Book staffing levels.~~



## CDF/CONTRACT COUNTY E-FUND POLICY APPENDIX D OF OPERATING PLAN

H. **"Section H not applicable to Contract County"**

~~Unplanned emergency overtime earned by Schedule "A" employees on SRA fires is chargeable to the Emergency Fund, except as defined in "L" below. Personnel required to maintain minimum required post coverage behind a Schedule "A" employee assigned to an SRA fire (e.g., engine or ECC coverage) may charge unplanned overtime to the Emergency Fund and should code the time to the fire. Managers must minimize these costs through such means as using other available Schedule "A" personnel or by rotating personnel.~~

**NOTE:** ~~The Emergency Fund will not be used for filling in behind staff positions such as fire safe planners, fire marshal, training officers, etc., nor will it be used for covering with Schedule "A" personnel behind Schedule "A" engines assigned to SRA fires within the contract area.~~

- I. Purchase of subsistence items, supplies, and other costs (such as domestic water, facility rental, firefighter hygiene, items needed for proper resting, safety items, etc.) necessary for incident support.
- J. Cost of providing and installing additional communications for extended attack and major fire, such as temporary telephone circuits, radio communications facilities, and overtime costs of telecommunications engineers and technicians necessary for installation and maintenance. When additional equipment is not installed, the monthly service charge or normal recurring operational charges shall not be charged. However, toll charges tied to a specific incident or series of incidents may be charged. DGS Telecommunications Division personnel will be documented on COM-207.
- K. Purchase of gasoline, jet fuel, oils, greases, diesel fuel and liquefied petroleum gas delivered by the vendor to extended attack or major fires, and staging areas. These products must be obtained from a contract vendor unless that person cannot or will not supply fuels and lubricants.

Tires, batteries and other items associated with the "normal wear and tear" repair and maintenance CDF equipment shall not be charged. When normal "wear and tear" criteria are exceeded because of the emergency nature of the incident, and with the prior approval of the Sacramento Mobile Equipment Section, these expenses may be charged to the Emergency Fund. Also, during major fires expendable maintenance items such as fuel, air or oil filters associated with an on-scene maintenance program may be charged to the Emergency Fund. (See also Section 3821.11.)

Replacement of minor equipment items such as fire hose, hand tools, nozzles, etc., is not chargeable to the Emergency Fund unless the damage occurs as a result of the fire or the fire suppression activity, and the purchase is justified in a

## **CDF/CONTRACT COUNTY E-FUND POLICY**

### **APPENDIX D OF OPERATING PLAN**

Property Loss and Damage Report or Material Requisition Transfer form, and then only upon approval of the CDF officer authorizing Emergency Fund expenditures. (See also Section 3821.11)

- L. Payment for unplanned emergency overtime for Schedule "A" employees providing coverage to staff reserve or Schedule "A" engines at state-funded fire stations, but only when the conditions as stated in 3821.8 "K" exist. Such indirect costs will be charged to the special staffing pattern order number, not to the fire.
- M. Rental of special equipment and services such as cold storage refrigerators, latrines, and showers.
- N. Reimbursement for services rendered to CDF or local government equipment or personnel, beyond mutual aid when requested by CDF.
- O. Reimbursement to other state, federal, and local agencies (such as CDC, CalTrans, CCC, CYA, USFS, and BLM) with whom CDF has cooperative fire protection agreements which include payment for "assistance by hire" under specified conditions. (See Section 3823.2) Indirect and direct costs for emergency overtime will be paid for work performed by employees, wards, corps members and inmates when such overtime accrues at the request of CDF, or, in the case of the Department of Corrections, as deemed necessary by that agency pursuant to the State. Administrative Manual, Section 8752. (See Section 3823.2.)

Payment of overtime to applicable Contract County personnel needed for incident control activities, determination of fire origin and cause, required ICS trainee assignments, approved special staffing patterns, move-up and cover assignments at state-funded fire stations, or for other support activities directly related to a SRA wildland fire within their respective county as authorized by an order and request number.

**Note:** Contract County personnel base salaries, while assigned to a SRA wildland fire within their respective county, shall not be billable to CDF. Contract County handcrews, not funded by a State agency, may be eligible for reimbursement of actual operating costs when assigned to a SRA wildland fire within their respective county based on reimbursement criteria identified in the CDF/Contract County Operating Plan.

- P. Purchase of restaurant meals, motels and incidental per diem for personnel during fire suppression and related support activities. Restaurant meals may be purchased for personnel even on initial activities. Restaurant meals may be purchased for personnel even on initial attack when they are unable to return to a CDF and/or Contract County facility within a reasonable time period or their normal meal time, or when they are unable to leave their assigned work location during expanded operations to obtain meals (e.g., ECC and air bases). "Reasonable" means generally within two hours of normal meal time unless operational needs dictate

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otherwise. Other than meals purchased en route, restaurant meals will not be purchased when it is reasonable and efficient to provide steam table type meals for personnel or when the incident base provides meals or lunches. Authorization from the incident commander is required for purchase of restaurant meals. For procedures on meal costs, see Section 3847.1. Motels must be procured in accordance with the appropriate MOU and fiscal provisions in Section 3847.2.

- Q. Damage claims (other than as noted below) will be processed and forwarded to the Board of Control for approval prior to payment from the Emergency Fund. This includes claims based on the taking of private property for fire suppression, where such claims could not be satisfied through compensatory action outlined in Sections 3825 (see section) or 3842.7. In discussing such claims, no liability will be admitted on behalf of the department.

Payment of fire suppression damage claims to federal cooperators may be directly payable from the Emergency Fund without requiring Board of Control action provided specified criteria are met. Criteria are set by separate policy memo. The department's staff counsel will determine those claims that qualify under the criteria.

NOTE: Employee's personal property loss claims, if approved, are payable from the units' operating funds.

- R. Purchase of emergency revegetation and rehabilitation materials (i.e., rye grass seed, preparatory work associated with emergency revegetation, including contract labor).
- S. Payment of expenses incurred in approved extended arson investigations. Investigations qualifying for the Emergency Fund shall be approved by the Deputy Director for Fire Protection or his/her designee, and in accordance with departmental policy. (See Section 9425)
- T. Rewards paid under Section 4417 of the PRC (Reward for Arson Information) are payable from the Emergency Fund.
- U. Payment for remote sensing imagery when approved by Sacramento Fire Protection. This does not include purchase of imagery sensing equipment.
- V. Payment of expenses relating to employee injuries that are approved and are a direct result of the fire.
- W. Conditions for use of and proper expenditures from the Emergency Fund other than those identified above will require prior approval by the Deputy Director of Fire Protection or his/her designee on a case-by-case basis.

## **CDF/CONTRACT COUNTY E-FUND POLICY APPENDIX D OF OPERATING PLAN**

### **CODING POLICY FOR EMERGENCY FUND**

**3821.10**

In order to be accepted as a charge to the Emergency Fund, all expenses must be documented with an order number. See Section 1050 of the Personnel Handbook for instructions on how to code Emergency Fund overtime on the timesheet, and Section 3762 of the Accounting Procedures Handbook for instructions on coding of all other expenses.

### **PROCEDURES FOR REQUESTING EXCEPTIONS**

**3821.11**

A Unit request to exceed the two-hour rule for emergency workers shall be sent to the region office for review. Approved region office requests shall be sent to the Director for review. He/she will approve/disapprove the request and respond by memorandum to the requesting Region/Unit.

Requests for approval to charge excess repair and maintenance of CDF equipment due to emergency shall be made initially by telephone request and followed up by memorandum to the Manager of Mobile Equipment in the Sacramento Mobile Equipment Section. He/she will approve/disapprove the request and respond by memorandum to the requesting Region/Unit.

## **APPENDIX E**

### **NON-CDF PERSONNEL AND EQUIPMENT**

**7760**

(No. 21 March 1999)

Managing major emergencies will usually require hiring non-CDF personnel and equipment and requesting assistance from various governmental and other organizations to supplement the CDF's regular fire control forces.

Although wide latitude is granted to field personnel for acquiring these resources, established rules and procedures must be followed.

This chapter presents rules and procedures for using hired personnel and equipment, as well as emergency firefighters (EFF), OES, military, National Guard, and organized fire departments on CDF fires. (Also see the following section of the Incident Fiscal Management Handbook: E-Fund Policy 3821, OES 3827; Local Government 3836.15 and 3847.7 and National Guard 3836.16.)

### **PRIVATELY-OWNED FIRE ENGINES – CONDITIONS FOR UTILIZATION**

**7760.1**

(No. 23 October 2000)

During times of maximum incident commitment, CDF may have a need to hire privately-owned fire engines. The use of private fire engines can facilitate the rapid restoration of initial attack capabilities by making CDF engines available for initial attack/immediate need assignments. The preferred role for hired private fire engines is for mop-up, incident support, and rehabilitation of an incident rather than initial attack. However, under conditions of extraordinary statewide commitment of resources, there may be times when their use in an initial attack role or other assignment is necessary. Such use will require the direct supervision of a CDF officer. The department may exercise the right to hire private fire engines without a crew and staff the hired fire engine totally or partially with department personnel.

When any CDF unit has a need for fire engine services under an assistance-by-hire agreement, incident commanders and unit managers are encouraged to consider all options, including both government-owned and privately owned engines. Managers should consider availability, apparatus capabilities, crew capabilities, training, and cost when making these decisions.

Nothing in this policy precludes the state from utilizing any agency or cooperator's resources first or replacing "hired fire engines" with any agency or cooperator's resources.

### **HIRING AND UTILIZATION GUIDES**

**7761**

(No. 29 February 2002)

#### **A. UTILIZATION GUIDELINES FOR HIRED EQUIPMENT**

Because wildland firefighting is complex and inherently dangerous, the primary operational concern of CDF is to provide the safest possible work environment for hired equipment operators. The department has adopted policies that define our commitment

to provide adequate supervision and accountability. CDF recognizes that it is impractical for hired equipment vendors to provide comprehensive wildland firefighting training to their employees that would bring them to the level that CDF requires its permanent employees to reach and maintain. Commensurate with the safety training CDF provides to hired equipment vendors and operators, the following operating procedures apply while vendors are employed in firefighting operations.

## **B. WATER TENDERS**

Privately owned water tenders under agreement with CDF shall not be engaged in direct fire suppression efforts on any active fire line (*line where the fire could continue to spread, flare-up, or spot over the line*). Water Tenders assigned to support firefighting activities shall be positioned in areas that provide an immediate safe exit route. Safe placement of these vehicles shall be the responsibility of the fire line supervisor under whose supervision the water tender was placed. Water tender operators must insure that their radio is operating properly in order to maintain communications with their fire line supervisor.

## **C. BULLDOZERS**

Privately owned bulldozers under agreement to CDF shall have a fully trained and qualified firefighter available in the immediate area who is assigned to direct the private bulldozer operator at all times during any suppression activities. These operators **will not work** on the fire line without such supervision.

## **HIRING GUIDES – PERSONNEL**

**7761.1**

(No. 21 March 1999)

The following applies to employment for fire suppression on a temporary or emergency basis:

- No one under 18 years of age shall be hired. (See Labor Code, §1285, et seq.) See also Section 3836, Incident Fiscal Management Handbook.
- Agricultural workers should not be hired during harvesting season except in extreme emergency.
- No one convicted of arson shall knowingly be hired.
- No person should be hired to protect their own property or property bearing their interests.
- Volunteers requested by or receiving specific instructions from CDF officials may be hired.
- Volunteers must be properly clothed, physically qualified, properly trained and experienced.

## **EMPLOYMENT PROCEDURE**

**7761.1.1**

(No. 21 March 1999)

A person who is hired as paid pickup labor should sign an FC-42 at the time of employment, or as soon after as is reasonable. Refer to the current Emergency Worker rates published annually by temporary directive. See Section 3836 of the Incident Fiscal

## **SUPERVISION AND DIRECTION**

**7761.1.2**

(No. 23 October 2000)

- Paid pickup laborers hired by CDF must be supervised commensurate with their position and qualifications the same as regular CDF employees.
- In order to operate CDF equipment, pickup laborers must possess the same type license as required for regular CDF employees. Normally, they should be certified by the local unit chief as being qualified to operate the equipment.
- In case of injury, the same reports and treatment are required as for regular CDF employees. (Refer to Incident Fiscal Management Handbook 3800 and refer to instructions on SCIF 3301.)

## **HIRING GUIDES - GROUND EQUIPMENT**

**7761.2**

(No.29 February 2002)

Equipment may be rented from any owner (except one protecting his own interests) who is willing to rent. There is no practical provision for forcing a vendor to rent equipment for emergency use.

***CDF does not hire or rent equipment from equipment brokers. CDF will only enter into Emergency Equipment Rental Agreements (SERA) with individuals, corporations, and legal business partnerships that have legal title to or control of the equipment that will be covered by the agreement. Such legal title or control must be evidenced by bill of sale incorporation papers, lease agreements, or other legally enforceable documents***

**Public entities** such as cities, counties, and state agencies may be willing to make their equipment available to CDF in emergencies. **See Section 7762 for detailed information.**

Hiring privately-owned equipment to perform work for the CDF in emergencies is permitted under Public Contract Code Sections 10302 and 10340 authorizing exception from contracting. Rental of "non-state" equipment for fire control use will be reported to the Department of General Services after its use. The reporting process will be handled directly through the Director's Mobile Equipment section in conjunction with the Departmental Accounting Office and will not require field input.

The problems inherent in hiring motorized equipment on a large fire are many and varied, and will usually require the full-time attention of competent individuals. It is, therefore, quite important that the position of Technical Specialist Hired - Equipment be filled whenever a large amount of equipment is to be hired.

**Forms:** CDF has adopted the use of several Federal forms in its hired equipment process. Specifically, CDF will use:

- OF-294 Emergency Equipment Rental Agreement
- OF-296 Vehicle/Heavy Equipment Inspection Checklist
- OF-297 Emergency Equipment Shift Ticket
- OF-304 Emergency Equipment Fuel and Oil Issue

These forms may be ordered from the "NWCG National Fire Equipment System Catalog, Part 2: Publications", PMS 449-2/NFES 3362. The catalog contains order forms and instructions, and payment can be made via CALCARD or SPO. It is suggested that forms used on fire incidents be immediately replaced and charged to the appropriate 009 PCA.

The R5-5100-2T Vehicle/Heavy Equipment Safety Inspection Checklist", which is an optional replacement for the OF-296, may be ordered from the CDF Headquarters Service Center.

In addition to these federal forms, CDF uses the following state forms to complete the equipment hiring process:

- CDF "General Clauses Attached to Emergency Equipment Rental Agreement Form OF-294"
- CDF "Supplemental General Provisions Attached to Emergency Equipment Rental Agreement Form OF-294"
- a Tri-Party Signature Page
- CDF FC-100R "Radio Frequency Use Agreement"

## **HIRING SYSTEM DESCRIPTION AND DEFINITIONS**

**7761.2.1**

(No. 21 March 1999)

The intent of the Department is to maximize the utilization of Disabled Veteran resources as defined in this policy to meet the goals as stated herein.

The hiring system will consist of a Fire Ready Group and a Support Group. Utilization of equipment from these groups will be based on incident need - either Immediate or Planned. All equipment must be hired in accordance with the Rates Procedures Handbook (3900), Section 3934 (California Interagency Emergency Hired Equipment Rates).

This system of hiring will be used by CDF personnel any time CDF orders resources for itself or for cooperating agencies. Other agencies ordering resources on behalf of CDF will use their own hired equipment business processes.

The selection of the most appropriate resource to assign (fill) a request must be based on time frame as well as specific mission requirements and equipment capabilities. It is the responsibility of the incident commander (IC) to determine the appropriate resource and time of need to be utilized.



## DEFINITIONS: EQUIPMENT

7761.2.1.1

(No.26 March 2001)

**Fire Ready** refers to equipment that meets minimum response time (within one hour of notification) and equipment requirements detailed in Sections 7761.4.3.1 and 4.4.1 of this policy.

**Support** refers to equipment that is unable to meet the requirements for the Fire Ready Group, but meets all of the requirements detailed in Sections 7761.3.2, 4.3.2, and 4.4.2 of this policy.

**Disabled Veteran** equipment consists of Disabled Veteran Business Enterprise (DVBE) vendors on the Unit Fire Ready and Support Equipment lists. A vendor's designation as either "fire ready" or "support" has nothing to do with when the vendor was hired for a particular incident. The designation is based solely on which set of criteria a vendor is able to meet at the time the vendor signs up.

**Fire Engine**, for purposes of this policy, shall be as defined in the "Resource Typing and Minimum Standards" of the FIREScope ICS Field Operations Guide.

**Other Specialized Equipment** refers to equipment types not otherwise referenced in this policy, and not subject to the equipment requirements for bulldozers, water tenders, or privately-owned fire engines.

## DEFINITIONS: TIME FRAMES

7761.2.1.2

(No. 29 February 2002)

**Immediate Need** is defined as those times when, due to the threat to life and/or property, there is a need for a resource(s) to be available without delay. The minimal acceptable response criteria is detailed in Section 7761.2.6.3.

**Planned Need** is defined as the period beginning at 0600 hours or 1800 hours, whichever is sooner, after 24 hours have passed since the time of the initial dispatch. This allows a decision window of 12 to 24 hours for determining whether or not *there is sufficient lead time for utilization of* Disabled Veteran resources ~~will be used~~ and allows for a 12-hour response time by Disabled Veteran vendors.

Examples: If the initial dispatch is at 1800 hrs. on Sunday, the Planned Need period starts at 1800 hrs. on Monday. If the initial dispatch is at 2000 hrs. on Sunday, then the Planned Need period begins at 0600 hours of Tuesday.

For further direction in the application of Disabled Veteran Resources, see Section 7761.2.6.4 - 2.6.6.

## **SIGN-UP AND LISTS -- GENERAL**

**7761.2.2**

(No. 21 March 1999)

### **SIGN-UP**

**7761.2.2.1**

(No. 23 October 2000)

Annually, each unit is responsible for recruiting vendors and for completing Emergency Equipment Rental Agreements in order to meet the time frames and all other requirements set forth in this and other departmental policies and procedures governing hired equipment. See Hired Equipment Signup Checklist to assist vendors and Hired Equipment Coordinators in this process.

Each piece of equipment can be under the control of **ONE** vendor and can only be covered by **ONE** Emergency Equipment Rental Agreement (EERA). However, that agreement is good for hiring in all CDF units.

### **VENDOR CONTACT NUMBER**

**7761.2.2.2**

(No. 21 March 1999)

All vendors will provide a single contact number. Only one method of contact (phone, phone pager, answering service, answering machine, etc.) at the vendor's choosing will be accepted. This will be the sole method used by the Department to contact the vendor to fill incident requests.

### **HIRING GOALS**

**7761.2.2.3**

(No. 29 February 2002)

While California law does not provide any actual preference for vendors meeting registration criteria, each agency of state government has goals of conducting a minimum of 3% of its contracted work with disabled veteran-owned businesses (ref.: Public Contract Code Sec. 10115[c]).

To assist in meeting these goals, each unit will implement an "outreach" program to encourage participation by disabled veteran-owned business enterprises.

All participating vendors should be provided with the following information that is necessary to qualify at the time of initial contact:

**DVBE certification:** Disabled veteran business enterprises must be certified by the Office of Small Business Certification and Resources (OSCBR), in accordance with Title 2, California Code of Regulations, Section 1896.94. A copy of the certification will be

provided to CDF at the time the vendor is listed in the Emergency Resource Directory or when the hiring package is prepared. Interested vendors can contact OSBCR at 1531 I Street, Second Floor, Sacramento, CA 95814-2016, (916) 322-5060, *or on the Internet at [www.pd.dgs.ca.gov/default.asp?mp=/osbcr/main/main.asp](http://www.pd.dgs.ca.gov/default.asp?mp=/osbcr/main/main.asp)*

## **SINGLE-UNIT SIGN-UP AND LISTING**

**7761.2.2.4**

(No. 29 February 2002)

Individual bulldozers and ~~firefighting non-potable~~ water tenders may only be signed up and listed in the Emergency Resource Directory (ERD) of **ONE** unit. However, individual vendors that assign and operate multiple pieces of equipment in different units may sign up their individual pieces of equipment to the extent that each piece of equipment may only be listed in one unit. A vendor that is signed up in multiple units may **NOT** make available any equipment that is signed up in any unit other than the one placing the request. Access by a unit to any Fire Ready or Support equipment signed up in another unit will be governed by the procedures detailed in Sections 7761.2.4 and 7761.2.6 of this policy and the Command and Control Procedures Handbook (8100), Procedure 006G. Further, any brokering or sharing of equipment or equipment cooperatives of any type or manner that in the determination of the Department circumvents the intent of any part of this policy is expressly prohibited.

## **MID-SEASON LATE SIGN-UP**

**7761.2.2.5**

(No.29 February 2002)

~~Vendors may sign up their equipment any time after the initial sign up period (this will be referred to as "mid-season" sign ups). All vendors making mid-season sign ups must comply with all applicable sections of this policy. Qualifying resources making mid-season sign ups will be incorporated into the appropriate hired equipment list as detailed in this policy. Any resources, signing up as provided for in this section, will be placed last in the rotational sequence on any list for which they qualify.~~

*Due to the annual Fire Ready and Support Group operator firefighter safety training requirement found in section 7761.2.9.1, CDF will not enter into agreements with bulldozer or water tender vendors whose operators have not completed the training during that calendar year.*

~~Following the start of the fire season, For other types of equipment, initiation and completion of agreements, and conducting related pre-agreement inspections by CDF staff will be scheduled as allowed by fire activity and post coverage schedules.~~

## **VENDOR FILE**

**7761.2.2.6**

(No. 23 October 2000)

Each CDF unit will create and maintain a file for each vendor that has entered into an OF-294 agreement with that unit, or that has provided hired equipment services to that unit

under OF-294 agreement initiated by another CDF unit or federal agency. The file will be used to retain OF-294 agreements, records of hiring, proof of employee training, safety inspection and vehicle weight reports, copies of audit rate documentation, performance evaluations, and other documentation required by this policy. Such documentation will be retained in the file for a period of three years.

## **LISTS - GENERAL**

**7761.2.3**

(No.26 March 2001)

The system will utilize six types of lists: Unit Fire-Ready Dozer lists, Unit Fire-Ready Water Tender lists, Unit Support Dozer lists, Unit Support Water Tender Lists, a Statewide Disabled Veteran Dozer list, and a Statewide Disabled Veteran Water Tender list.

1. **Unit Fire Ready Lists:** Each unit Emergency Command Center (ECC) will maintain Fire Ready Lists for dozers and for water tenders signed up in that unit. These lists will be utilized to fill **ALL** Immediate Need requests for Fire Ready dozers and water tenders, and may be used to fill other Fire Ready, Support or Disabled Veteran resource requests as permitted in this policy. Also, each unit list will include the Fire Ready Disabled Veteran vendors from the adjacent unit(s) as per the exhibit Adjacent Units. This information will be provided for inclusion in each unit's list by their Region CC as detailed in Section 7761.2.4.3, Disabled Veteran Lists. These lists will be established and administered following the guidelines for Fire Ready equipment outlined in Section 7761.2.4.1 and other applicable sections of this policy.
2. **Unit Support Lists:** Each Unit ECC will maintain Support lists for dozers and water tenders signed up in that unit. These lists will be used to fill **ALL** requests for Immediate Need Support dozers and water tenders, other than as provided for in the unit Fire Ready and Disabled Veteran list guidelines outlined in this section. These lists will be established and administered following guidelines for Support Equipment outlined in Section 7761.2.4.2 and other applicable sections of this policy.  
  
**NOTE:** The Unit Support Equipment Lists must include equipment that meets all Fire Ready criteria except the availability/response criteria.
3. **Statewide Disabled Veteran Lists:** The Statewide Disabled Veteran lists will include all DVBE Fire Ready and Support Equipment vendors in both regions. Utilization of the Statewide Disabled Veteran Lists will be requested by the units (following 8100 Handbook Procedure 006G) to fill incident requests for Fire Ready and Support resources where the criteria set forth in the definition of Planned Need (Section 7761.2.1.2) is met.

4. **Other Specialized Equipment** should also be listed in the Emergency Resource Directory (ERD) of any CDF unit, provided it is covered by a current valid EERA.

## **DVBE DOCUMENTATION**

**7761.2.3.1**

(No. 21 March 1999)

All hiring lists will identify each vendor that has provided proof of certification as a Disabled Veteran Business Enterprise (DVBE) as detailed in Section 7761.2.2.3.

## **STATEWIDE DISABLED VETERAN LIST "FLAGS"**

**7761.2.3.2**

(No.26 March 2001)

The Statewide Disabled Veteran Lists will identify each vendor that desires to have their name flagged for a specified minimum response time (7761.2.6.7). This information will be gathered by the units from each vendor at the time of sign up and forwarded to the Region level (7761.2.4.3).

## **ESTABLISHING LISTS**

**7761.2.4**

(No. 21 March 1999)

## **UNIT FIRE READY LISTS**

**7761.2.4.1**

(No. 23 October 2000)

All vendors signing up in a unit and meeting the Fire Ready requirements as detailed in Section 7761.3.1, 4.3.1, and 4.4.1 will be placed on the appropriate Unit Fire Ready Hiring List. These lists will be arranged by Incident Command System (ICS) equipment kind and type, as per ICS 420-1 Field Ops Guide, Chapter 11. Equipment not meeting all of the "Fire Ready" requirements, but meeting the "Support Equipment" requirements will be placed on the Unit "Support Equipment" Lists.

By May 1 of each year, each unit will compile two Unit Fire Ready Lists (one for bulldozers and one for water tenders). The Unit Hired Equipment Coordinator will then provide copies of this list to the Hired Equipment Coordinators in all adjacent units (see listing). All Unit Hired Equipment Coordinators are responsible to see that unit and adjacent unit Fire Ready lists are provided to their Unit ECC Chief for inclusion into the unit Emergency Resource Directory.

## **UNIT SUPPORT EQUIPMENT LISTS**

**7761.2.4.2**

(No. 21 March 1999)

By May 1 of each year, each unit will compile two Unit Support Equipment Lists (one for bulldozers and one for water tenders). All vendors signing up in a unit and meeting the support equipment criteria will be placed on the appropriate Unit Support Equipment List. Also included on these lists will be all Fire Ready equipment signed up in that unit.

## STATEWIDE DISABLED VETERAN LISTS

7761.2.4.3

(No.26 March 2001)

- A. **Information to be forwarded by units:** By May 1 of each year, each ~~ranger~~ unit will forward a list of all DVBE vendors and their equipment from their Fire Ready and Support dozer and water tender lists to their Region Command Center (CC). The information will include: the appropriate list - Fire Ready or Support - for each piece of equipment, flagging requested by the vendor (as detailed in Section 7761.2.6.7), a dean copy of the completed OF-294 and a clean copy of the DVBE certification form.
- B. **Compiling lists:** By May 15 of each year, each region CC will compile two Disabled Veteran Lists (one for water tenders and one for bulldozers). These lists will be compiled from vendor information provided by the units in that region and will include ALL DVBE Fire Ready and Support water tenders and bulldozers in the region covered by current EERAs, as detailed in Section 7761.2.2.
- C. **Distribution of lists:** Once these lists are compiled, the Region Command Center Chief will forward them to the Region Command Center Chief in the other region. The Region CC Chiefs will then combine the Disabled Veteran lists received from the other region with their own, thus forming statewide Disabled Veteran lists for bulldozers and water tenders.

## LIST UTILIZATION

7761.2.4.4

(No. 21 March 1999)

Generally, the need/time frame of a request will determine the type of resource/list that is used. This will **NOT** be considered the sole criteria. The specific needs of a mission will be considered in selecting the resource to fill a given request. It may be necessary or beneficial to fill a Support resource request with a Fire Ready resource, or vice versa, due to: time frame, capability, equipment or training requirements of the mission. The provisions allowed by this paragraph shall not be used to circumvent the use of Disabled Veteran equipment to assist the department in meeting the hiring goals for state government (see Section 7761.2.2.3).

## LISTS ESTABLISHED RANDOMLY

7761.2.4.5

(No. 21 March 1999)

All equipment lists (unit and region) will be established annually on a random basis either by drawing or other means that guarantees no biased placement on the list.

## LIST ADMINISTRATION AND COORDINATION

7761.2.5

(No. 21 March 1999)

## **UNIT FIRE READY EQUIPMENT LISTS**

**7761.2.5.1**

(No. 21 March 1999)

The administration and coordination of the Unit Fire Ready Equipment List will be the responsibility of the unit ECC chief.

## **UNIT SUPPORT EQUIPMENT LISTS**

**7761.2.5.2**

(No. 21 March 1999)

The administration and coordination of the Unit Support Equipment List will be the responsibility of the unit ECC chief.

## **DISABLED VETERAN LISTS**

**7761.2.5.3**

(No.26 March 2001)

The administration and coordination of the Disabled Veteran Lists will be the responsibility of the Region CC Chiefs.

## **REQUEST AND DISPATCH PROCEDURES**

**7761.2.6**

(No. 21 March 1999)

## **DEPARTMENTAL CONTACT NUMBER**

**7761.2.6.1**

(No. 21 March 1999)

At the time of dispatch, the vendor will be provided with a contact number to utilize when contacting the Department. This number will be used to make **ALL** contacts and notifications concerning changes in resource status or for any other communication concerning the response.

## **REQUEST NUMBERS**

**7761.2.6.2**

(No. 23 October 2000)

The vendor will be provided with one request number for each resource being requested. "Assigning" an issued order and request number to another vendor, or accepting such an order and request number from another vendor (except as specifically allowed in section 7761.2.6.2) is not permitted. CDF will not conduct business with "brokers". All requests will be placed with vendors who have a current EERA covering equipment under owned, leased, or rented by them.

If a bulldozer is hired "as a unit" (meaning including a dozer, transport, and pilot car (if needed) OWNED BY THE SAME VENDOR), then all elements of that "unit" will be covered by the same request number." When the bulldozer and transport are owned by different vendors, the ECC will issue a separate request number for each piece of equipment. The transport may be acquired in one of two ways, at the option of the bulldozer vendor:

1. CDF may provide the bulldozer vendor with one request for the bulldozer and a separate request number for the transport. The bulldozer vendor may then contact a transport vendor covered by a current OF-294 agreement with CDF, provide the transport vendor with the request number, and arrange for hauling services as requested by CDF.
2. CDF may contact a transport vendor covered by a current OF-294, provide the transport vendor with the request number, and arrange to have the transport vendor haul the other vendor's bulldozer to the incident.

**Pilot Cars:** The transport owner is responsible for providing "pilot cars" when required by a permitting agency, such as CalTrans. The transport rates found in section 3934.3.2 include an allowance for one pilot car. If a second pilot car is required by the permitting authority, an additional payment will be made for that vehicle at the rate shown under "Second Pilot Vehicle" in that section. The vendor must furnish proof that the second pilot car was required.

If pilot cars are used, they will be shown on separate line entries on the CDF-61 Emergency Equipment Invoice. (See CDF Handbook 3800, sec. 3833.1.9 and 1.10.)

## **DISPATCH OF IMMEDIATE NEED RESOURCES:**

### **"CLOSEST RESOURCE" CONCEPT**

**7761.2.6.3**

(No. 21 March 1999)

In hiring Fire Ready or Support Equipment to fill Immediate Need requests for work on emergency incidents, it is CDF's intent to utilize the closest available resources which meet the mission requirements, without regard for administrative boundaries. When the hired equipment resources in the unit ERD have been exhausted, the unit ECC will place the request for Immediate Need hired equipment with the Region Command Center.

In filling Immediate Need requests, if Fire Ready or Support resources are **KNOWN** to be available in an adjoining ~~ranger~~ unit and are within a one-hour activation time and a one-hour travel time of the incident (maximum total of two hours from contact to arrival at scene), the ECC may place the order for the resource directly with the adjoining unit ECC.

Units will place **ALL** subsequent resource requests for hired equipment with their Region CC following 8100 Command and Control Procedures Handbook, Procedure 006G. The unit with the list on which a piece of equipment is signed up (the sending unit) will be responsible for dispatching all hired equipment requested from that list.

It is the sole purpose and intent of this section to clearly state that it is the Department's goal to place resources appropriate for the assignment available at the scene of the incident in the shortest possible time frame. To meet this goal, **ALL** requests for resources to fill Immediate Need requests (as defined in Section 7781.2.1.2) will be placed with vendors that can best meet these criteria. To this end, each vendor will be assigned as many requests as they can fill and will then be rotated to the bottom of the



list. When filling these requests, list rotation will be followed, but only to the extent possible to meet the expressed intent of this section. Vendors will be bypassed to access the vendor(s) that can be on scene and available in the shortest time frame possible. The minimum acceptable response requirements are detailed in Section 7761.3.

## **EQUIPMENT VENDOR DISPATCH INFORMATION**

### **-Dispatcher Guide**

**7761.2.6.3a**

(No. 23 October 2000)

(Vendors are provided with a similar form for recording this information.)

1. INITIAL CONTACT: After identifying yourself, ask the vendor if they can respond with the resource kind and type needed (as listed on the Resource Order). If they can, provide them with the remainder of the information listed below and record the appropriate information on the vendor's contact sheet. If they cannot, record the appropriate information on the vendor's contact sheet and contact the next vendor in the rotational order.
2. INCIDENT NAME: (self-explanatory)
3. ORDER #: Box # 3 on Resource Order (FC-101)
4. REQUEST #: Box # 12, first column on Resource Order (FC-101). NOTE: Vendor should be offered as many open requests as he can fill.
5. REPORTING LOCATION: (i.e. street address, landmark/staging area, legal, etc.)
6. GROUND CONTACT: (i.e. "wildfire IC", unit radio number (B4412), etc.)
7. RADIO FREQUENCY: give common name and frequency (i.e. CDF Tac 8 on 151.370)
8. TRAVEL ROUTE: only necessary if vendor requests it, or, if specified by IC or Ops.
9. DEPARTURE TIME: time the equipment will actually be en route, as mutually agreed by YOU and the vendor.
10. ESTIMATED TIME of ARRIVAL: ask vendor for an ETA and record on Resource Order (FG101)
11. CDF CONTACT NUMBER: this phone number, assigned by the ECC, is for the vendor to use in notifying the ECC/Expanded of any changes or concerns regarding vendors' response to the incident.

12. CONFIRM INFORMATION: have vendor read back the above information to assure accuracy and completeness. **Review your Resource Order (FC-101) card at this time for accuracy and completeness as well.**

## **EQUIPMENT VENDOR DISPATCH INFORMATION**

**-Dispatcher Guide for Support (Expanded) Dispatchers**  
(No.26 March 2001)

**7761.2.6.3b**

### **Preparation for Hired Equipment Dispatching:**

1. Obtain briefing from Expanded Dispatch Supervisory Dispatcher (EDSD)
2. Read CDF Unit's Hired Equipment Policy and/or SOP's.
3. Review the individual Vendor response logsheets. (Each Vendor has one for each resource 'kind', thru-out this book)
4. Review CDF Unit Map.
5. Prepare to use MIRPS or have "Resource Order" (FC-101) card(s) ready.
6. Initiate dispatch of requested resources using the 'Dispatch Procedures' below.

**\*\* Reminder: Use of hired equipment on an incident also requires Ground Support Unit personnel, such as Equipment Managers and Hired Equipment Technical Specialists, If such equipment is to be used effectively**

### **Dispatching Procedures:**

**\*\* Reminder:** Dozers and Water Tenders are dispatched from a 'rotational' list. This list may be arranged by Battalion, by Division, or Unit-wide.

1. Receive request from incident and record *in MIRPS or* on 'Resource Order' (FC-101) Box # 12,
2. Query Goetz ERD or locate information in hard-copy ERD.
3. Contact Vendor: Using the contact (phone or pager etc.) number listed, attempt to contact Vendor. Vendors are listed in order, first listed will be first called.

#### A Vendor 'DECLINES' assignment if

- a. No answer at all
- b. No response within the 10 minute time frame
- c. Declines assignment for any reason

When Vendor declines assignment: enter information into Goetz ERD or use the manual process (record info on vendors logsheet, rotate logsheet to bottom of list)

A vendor 'ACCEPTS' assignment if:

- a. Vendor, or representative, answers and accepts assignment
- b. Responds within the 10 minute time frame and accepts assignment

When Vendor accepts assignment: furnish Vendor with dispatch information (on reverse side), enter information into Goetz ERD or use the manual process (record info on vendors logsheet, rotate logsheet to bottom of list), and complete Resource Order in MIRPS or on FC-101 card.

## **ROTATIONAL DISPATCH OF RESOURCES**

**7761.2.6.4**

(No.26 March 2001)

Vendor contact and hiring will be done from the appropriate list on a rotational basis. When hired equipment resources are needed, **all pending requests will be placed with, the first-up vendor on the list.** If the vendor is **NOT** able to fill some or all of the request(s), unfilled requests will be placed with the next vendor on the list. If the vendor **IS** able to fill the request(s), then the next request, or group or requests, will be placed with the **next** vendor on the list. This sequence will continue until a) all requests have been filled, or b) no vendor on the list is able to fill the request.

## **ROTATIONAL DISPATCH: DISABLED VETERAN REQUEST 7761.2.6.4.a**

(No.26 March 2001)

In filling **ALL Disabled Veteran** requests with hired equipment covered by this policy, **ALL** contact and hiring will be conducted as follows. Resources listed on the Statewide Disabled Veteran Lists will be dispatched on a region-wide rotational basis. Each Region CC will establish its own rotational pattern for this list, and will utilize it independent of the other Region CC. Disabled Veteran vendors must be allowed a minimum of 12 hours from time of dispatch to arrival at the incident, unless the vendor advises that they can respond sooner.

## **UTILIZATION OF DISABLED VETERAN RESOURCES**

**7761.2.6.5**

(No.26 March 2001)

In some cases it may be in the best interest of the State to release Immediate Need resources already on the scene once their initial assignment has been completed, and replace them with resources from the Statewide Disabled Veteran List to perform other types of assignments, such as mop-up and rehabilitation.

## **DISPATCH OF DISABLED VETERAN RESOURCES**

**7761.2.6.6**

(No.26 March 2001)

- A. Method of dispatch:** Once a need for Disabled Veteran resources is determined by a unit, a request will be placed to their Region CC per 8100 Command and

Control Procedures Handbook, Procedure 006G. Resources will be dispatched on a rotational basis **by the Region CC** as described in Section 7761.2.6.4.a. If no vendors on the Disabled Veteran list can fill the requests, the Region CC will advise the requesting unit that Disabled Veteran resources are not available, and to contact vendors listed on that unit's appropriate equipment list to fill any open requests

- B. Area of response:** All vendors on the Disabled Veteran Lists will be considered to be available to respond statewide, unless he has requested a "flag" under section 7761.2.3.2.

## **VENDOR CONTACT**

**7761.2.6.7**

(No.26 March 2001)

**Vendors must not telephone or otherwise contact CDF personnel at any CDF command center, facility, incident, or other location for the purpose of offering their equipment for immediate hire for on-going incidents.** This is a time of intense emergency activity when dispatchers are following established procedures, including contacting vendors with EERAs as described in this policy. Unwanted contact slows down and disrupts the dispatching process. This is the main reason for the existence of the pre-use EERA.

When vendors are needed, they will be contacted by phone as provided for in Section 7761.2.2.2. The vendor will be given 10 minutes from the time of the attempted contact to respond and either accept or decline the request. A vendor not returning a call within the 10-minute time frame will be moved to the bottom of that rotational list.

### **Vendor-Specified Minimum Response Time (FLAG) - Fire Ready and Support Resources**

Each first-up Fire Ready or Support resource vendor will be contacted for all requests regardless of time frame. If it is the vendor's desire to reduce unnecessary contact, he/she may request that their name be flagged. In requesting the flag, the vendor may specify a certain minimum response time. By requesting the flag, the vendor grants the Command Center (CC) duty officer the authority to determine if a vendor could reasonably meet the report time to the incident. This time will be considered to be from the time the vendor would be contacted to the report time at the incident. Vendors requesting to be flagged will be bypassed and left in position in the rotation when it is determined that the response time requirements of the request cannot be met. By requesting this flag and the associated conditions, the vendor agrees to accept any decision made by the duty officer as it pertains to the implementation of this section.

### **Minimum Response Time for Disabled Veteran Resources**

In addition to the above conditions, Disabled Veteran vendors must be allowed a minimum of 12 hours from contact time to report time at the incident.

## RECORD OF CONTACT

7761.2.6.8

(No.26 March 2001)

All CDF Command Centers will use the "Goetz ERD" software program to record **ALL** transactions made in furtherance of this policy. These records will form the basis for program accountability audits and for compiling the year-end summary required in section 7761.2.6.11. Information to be recorded include as a minimum:

1. Each attempted contact, whether or not actual contact was made, and the vendor's name and I.D. number.
2. What type of contact it was; personal contact, pager, answering machine, answering service, voice mail, etc.
3. Whether or not there was a response.
4. If a contact was made or there was a response to the attempt, the name of the individual contacted or returning the call.
5. If there was no response to the attempted contact.
6. The number called.
7. Date and time of every transaction.
8. Name of the Department employee making the contact.
9. Disposition of the contact; accepted, declined, unable to fill, etc.
10. Order and request number.
11. Kind of equipment requested: dozer, water tender, etc.

In the event that the Goetz ERD is not functioning, a sample of such a record keeping system is available; please see Record of Contact Form

## PERMITS

7761.2.6.9

(No.26 March 2001)

Vendors are responsible for obtaining any transportation permits required by regulatory agencies, and consideration for the cost of such permits is factored into the rates paid by CDF. If a vendor is unable to secure the necessary permits due to permit offices being closed, the hiring CDF unit will contact the permitting agency and facilitate the emergency issuance of the required permits. It is the vendor's responsibility to follow-up with the permitting agency on the next business day to submit the necessary documentation and to pay any permit fees. **CalTrans permit office telephone numbers are:**

<b>For the counties of Inyo, Mono, Kern, San Luis Obispo, and. south:</b>	<b>Inquiries 909-383-4637</b>	<b>FAX 909-388-7001</b>
<b>For the rest of the state:</b>	<b>Inquiries 916-322-1297.</b>	<b>FAX 916-322-4966</b>

<b>24 Hour Emergency Number</b>	<b>Inquiries 916-653-3442</b>	<b>FAX 916-653-3291</b>
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CDF will also contact the local CHP office and advise them of the emergency movement of the hired equipment, and of permits issued by the permitting agency.

## **LIST ROTATION**

**7761.2.6.10**

(No. 21 March 1999)

Vendors will be rotated to the bottom of a list for the following reasons:

- **Unanswered calls:** An unanswered call is considered a call. The vendor was given the opportunity to be hired and for whatever reason did not answer or did not return the call within the allotted time frame.
- **Equipment unavailable:** A vendor's equipment is unavailable at the time of dispatch.
- **Vendor declines:** If the vendor declines the opportunity to be hired for any reason.
- **Vendor accepts:** When a vendor accepts a request.
- **Failure to comply:** Violation(s) of any part of Section 7761.2.8.

NOTE: See the 8100 Command and Control Handbook, Procedure 006G, for details on this process.

## **YEAR-END SUMMARY**

**7761.2.6.11**

(No. 29 February 2002)

By January 15th of each year, this contact and use information will be summarized into a unit report for the preceding year, *utilizing the form PC-293 "Hired Equipment Contact Summary"* The completed form will be ~~and~~ forwarded to the Region Operations Section Chief. The report will show the total use of all hired equipment (Fire Ready, Support, Disabled Veteran, and Other) and will break out the contact and use of DVBE program contractors. By February 1 the individual unit reports and a consolidated Region report will be forwarded to the HQ Staff Chief for Fire Protection Operations.

## **EMERGENCY PICKUP/HIRES**

**7761.2.7**

(No. 21 March 1999)

## **RENTAL AT SCENE**

**7761.2.7.1**

(No. 23 October 2000)

On occasion, incident commanders (ICs) may have a need to hire equipment that has not been inspected and signed up by CDF or a cooperating agency. When that occurs, CDF will only hire equipment and operators that meet all criteria as established in this chapter. The IC will be responsible for notifying the ECC and acquiring a request number for the

hire. The IC must make certain that all inspections, fiscal procedures and documents are properly completed as soon as incident activity permits. EERAs prepared in these situations are valid only for the duration of the incident, and must be so noted on the EERA. Also, equipment rented at scene is un-requested equipment, and will be released within 12 hours of hire per Section 7761.2.7.3. Completion of the OF-294 in this instance does not relieve the vendor of the necessity to comply with the vehicle inspection requirements of this policy.

## **NO HIRING UNLESS REQUESTED**

**7761.2.7.2**

(No. 23 October 2000)

### **Vendors must not respond to emergency incidents without being requested.**

ICs will not hire equipment of any kind that shows up un-requested unless in the judgment of the IC (or other Department representative) there is clearly an imminent threat to life and/or property and other appropriate resources are not available to meet the immediate need.

## **PROMPT RELEASE OF SUB-STANDARD OR UN-REQUESTED EQUIPMENT**

**7761.2.7.3**

(No. 21 March 1999)

Certain other actions are required of the IC when the equipment hired to meet these imminent threat situations arrives without being requested or when the equipment does not meet the basic safety criteria established in this chapter. The IC must immediately order appropriate replacement equipment and then release the "pickup rental" when the pressing emergency necessitating the hire has passed, or when the replacement equipment arrives. **IN NO CASE WILL THIS TYPE OF HIRE EXTEND BEYOND 12 HOURS DURATION WITHOUT SPECIFIC WRITTEN AUTHORIZATION OF THE INCIDENT COMMANDER.**

## **VENDOR PERFORMANCE**

**7761.2.8**

(No. 21 March 1999)

### **GENERAL**

**7761.2.8.1**

(No. 21 March 1999)

Once a vendor accepts an assignment, they must comply with all subsections of this policy. The vendor is required to notify the Department **IMMEDIATELY** in any instance in which they cannot comply with this policy or any requirements of the assignment.

## **RESPONSE AND ARRIVAL AT SCENE**

**7761.2.8.2**

(No. 21 March 1999)

A vendor must make notification of any change in their status or ability to meet the assigned report time to the incident or other reporting location. Notification will be to the Department at the contact number provided at the time of dispatch. See Section 7761.2.6

for further details.

The Incident Commander or his/her designee shall have the authority to release any resource not arriving at the incident by the required report time. This release may occur prior to arrival (upon phone contact) or upon arrival at the incident. If it is determined that there is still a need for the resource, the resource may be given another assignment on the incident.

Any open assignments on an incident caused by resources not reporting on time may be filled with any appropriate resource to meet operational needs as determined by the Incident Commander.

### **ABILITY OF PERSONNEL TO PERFORM UPON ARRIVAL** 7761.2.8.3 (No. 21 March 1999)

Vendor personnel must arrive at the incident by the required report time in a condition in which they can safely and legally operate their equipment and perform their assigned mission. This condition must be maintained any time the personnel are on duty and performing their assignment.

It shall be the operator's responsibility to recognize the capabilities and limits of the equipment lie/she is operating. Assignments beyond the mechanical capability of the equipment should be refused by the operator.

Operators should refuse those assignments beyond their ability to perform.

### **EQUIPMENT LOCATION** 7761.2.8.4 (No. 21 March 1999)

At the time of a request, it is the vendor's responsibility to notify the Department of any changes in a resource's location or any condition that may affect its availability or response.

### **PERSONNEL QUALIFICATIONS** 7761.2.8.5 (No. 21 March 1999)

Vendor personnel must meet all training and safety requirements for the type of response (Fire Ready or Support) or assignment. See Sections 7761.3 and 7761.4 for further details.

#### **A. PHYSICAL PERFORMANCE REQUIREMENTS FOR PRIVATE FIRE ENGINE PERSONNEL**

The work of Fire Engine Company personnel requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more. The vendor is



responsible for assuring that all vendor personnel are physically capable of safely performing in this type of work environment.

**B. ENGLISH SPEAKING REQUIREMENT**

Clear communications is essential for safe and effective performance. All vendor personnel shall be able to fluently communicate in English (both written and verbal) and possess the knowledge and ability to communicate verbally with all crew members.

**DOCUMENTATION OF WORK HOURS  
(SHIFT TICKETS)**

**7761.2.8.6**

(No.26 March 2001)

Work hours will be documented on form OF-297 "Emergency Equipment Shift Ticket."

**The Division/Group Supervisor has the primary responsibility for recording the work hours of hired equipment assigned to his/her supervision.** Other CDF

supervisory personnel with specific knowledge of the vendor's assignment and work hours, such as a Technical Specialist - Hired Equipment, may also record this information in the absence of the Division/Group Supervisor. The operator of each piece of equipment will provide the Division/Group Supervisor, (or other responsible CDF employee) with the equipment information required on the form. The Division/Group Supervisor will record work time for each shift worked. At the end of the shift, times will be verified by the vendor's employee and the fireline supervisor. The shift ticket will be signed by the vendor and countersigned by the fireline supervisor and turned in to the Equipment Time Recorder at the end of each shift.

**PERFORMANCE EVALUATIONS**

**7761.2.8.7**

(No.29 February 2002)

*A Contractor/Vendor* Performance Evaluation form (ICS 225 230) **must** be completed by

the immediate supervisor of all vendors and operators at the end of each operational period to document exemplary, standard, or substandard performance. Supervisors will forward these evaluations to the Ground Support Unit Leader. At the end of the incident, the Ground Support Unit Leader will forward these evaluations to the Hired Equipment Coordinator of the unit in which the resource was originally signed up for inclusion in that vendor's file.

**IMMEDIATE ACTION TO RESOLVE PROBLEMS**

**7761.2.8.8**

(No. 23 October 2000)

Incident supervisors are responsible to take immediate action to resolve any issues that involve safety, productivity, operational effectiveness or any other issue that in any way compromises the incident operations. All violations of policy by CDF employees or by vendors and their employees will be referred, with documentation, to the Chief of the unit issuing the EERA, or his/her designee, for review and possible action.

All disputes between CDF employees and vendors or their employees will be resolved as soon as possible in a manner consistent with CDF policy. If immediate resolution is not possible, the dispute must be documented in writing and sent to the Chief Deputy Director within 10 days of the conclusion of the incident.

## **NON-COMPLIANCE AND SANCTIONS**

**7761.2.8.9**

(No.26 March 2001)

Failure to comply with any of the requirements in this policy may result in sanctions against the vendor. Non-compliance will include, but is not limited to the following:

- **Contacting any unit, incident or other location soliciting hiring by the Department.**
- **Responding to the incident without being requested.**
- Misrepresentation of response time.
- Failure to arrive at requested time without making contact.
- Misrepresentation of condition or location of equipment.
- Arrival or operation at the incident without protective gear or any other required Equipment
- Unsafe or negligent equipment operation.
- Failure to follow directions or complete assignments or any other failure in performance.
- **Any brokering of equipment or equipment cooperatives of any type or manner that circumvents the intent of any part of this policy.**
- **"Assigning" an issued order and request number to another vendor, or accepting such an order and request number from another vendor except as specifically allowed in section 7761.2.6.2.**
- Misrepresentation of disabled veteran-owned business status.
- Operating equipment on fire ready assignments without the required training.
- Willful violation of fair hiring practices.
- Any other action that violates the intent of this policy.
- Misrepresentation of time worked on incident.

Vendor non-compliance may result in any of the following actions, as deemed appropriate by the Department.

- Placement at the end of rotation.
- Removal from list(s) for a specified period of time.
- Removal from list(s) for the remainder of the year.
- Civil and/or criminal action.

Action on the part of the Department may result from a single action or a combination of actions on the part of a vendor. Unit Chiefs are authorized to implement sanctions against vendors. The Region Chief or his/her designee will be the final appeal point. Notice of any action will be forwarded to the vendor in writing.

## **TRAINING REQUIREMENTS**

**7761.2.9**

(No. 21 March 1999)

### **ANNUAL TRAINING FOR FIRE READY AND SUPPORT GROUPS**

(No. 29, February 2002)

**7761.2.9.1**

*Because of changes to the law that became effective January 1, 2000, CDF now requires eight hours of specific annual firefighter safety training is required and provided by CDF for all operators of equipment listed in the Fire Ready and Support groups. Specific requirements are as shown in "Annual Safety and Operational Training Requirements" at the end of this handbook section. Each operator who successfully completes the required annual training will be issued a certification of training for that year. CDF will retain a record of this certification in the vendor's file. (Such documentation **must not** include a copy of the operator's driver's license. CVC 14610.1) While operating equipment under hire to CDF, all operators will have this certification documentation in their possession (or immediately available) and present it upon request by a representative of the Department.*

~~Support Equipment group vendors are encouraged to attend the Fire Ready group training, but this is not required.~~

### **TRAINING REQUIREMENTS FOR PRIVATE FIRE ENGINE COMPANY PERSONNEL**

**7761.2.9.2**

(No.26 March 2001)

In addition to the annual training requirement in section 7761.2.9.1, special training requirements apply to the personnel of private fire engine companies hired by CDF. Vendor shall ensure that employees possess all required training and certification(s) and maintain training records for all personnel. All training shall be accomplished by an instructor who has been certified by the CDF/California State Fire Marshal's Office, or who has been qualified and authorized to conduct such training by CDF, federal wildland fire agencies, or wildland fire agencies of other states. All required training must meet the course curriculum and instructional objectives and standards prescribed by these agencies. The state, at its discretion, will periodically evaluate the Contractor's certification of employee training.

It is the vendor's responsibility to assure that all employees have successfully completed the required training and experience detailed in Qualifications Training and Experience Requirements, prior to performing in any position.

### **SPECIFIC HIRING GUIDES - GROUND EQUIPMENT**

**7761.3**

(No.29 February 2002)

The following conditions apply whenever ANY TYPE of ground equipment, including pickups and chain saws, is hired:

1. There must be a genuine need for the equipment.
2. The contractor must enter into a pre-hire Emergency Equipment Rental Agreement (EERA) establishing terms of employment, rate and method of payment, and equipment conditions. The contractor will enter into the pre-hire agreement with their local CDF ~~Ranger~~ Unit. The terms of this pre-hire agreement will apply to incidents at any location where CDF hires the contractor. Contractor equipment may only be covered by one CDF OF-294 agreement at a time. **Instructions for completing the EERA agreement are found in Incident Fiscal Management Handbook 3800, Section 3833.**

The Emergency Equipment Rental Agreement consists of 4 pages:

- the OF-294 "Emergency Equipment Rental Agreement" form
- the "CDF General Clauses" attachment to OF-294
- the "CDF *Supplemental* General Provisions" attachment to OF-294 - the "Signature Page" attachment to OF-294

The EERA and all attachments should be completed and signed as soon as possible, preferably well before the beginning of the fire season. A current copy of the entire agreement should be carried on each piece of equipment covered by the agreement.

3. If there is any doubt as to the performance capabilities of the equipment in question, employees should ask the vendor to demonstrate that the equipment can perform as the vendor claims it will.
4. Vendor will provide CDF with a single contact number. This will be the sole method used by the Department to contact the vendor to fill incident requests. It is the responsibility of the vendor to provide a **SINGLE** contact number that is available 24 hours per day 7 days a week to be used by CDF to make contact for the dispatch of resources (e.g., telephone pager, radio paging service, etc.).
5. **Insurance:** Prior to completion of the OF-294, the vendor must provide evidence that the following types of insurance are in force:
  - A. Worker's Compensation. Vendor shall provide Worker's Compensation coverage for vendor's employees in accordance with applicable California State Law. Owner-operators must be covered by major medical insurance if not covered by Workers Compensation.
  - B. Comprehensive or Commercial General Liability. CDF no longer requires this type of insurance
  - C. Motor Vehicle Liability. Contractor shall obtain, at Contractor's expense, and keep in effect for the duration of the agreement, a policy of Motor Vehicle Liability insurance that covers the type of vehicle use intended under the

agreement. This coverage may be provided by combining the Motor Vehicle Liability insurance with the Comprehensive or Commercial General Liability insurance. Coverage shall not be less than **\$300,000**, combined single limit, per occurrence. **Exceptions:** Motor carriers transporting property other than hazardous materials, such as transport trucks hauling bulldozers, water tenders transporting water, and privately owned fire engines: 10,000 lbs. Gross Vehicle Weight Rating (GVWR) or greater: minimum **\$750,000** combined single limit, per occurrence (per Dept. of Motor Vehicles Industry Operations Division).

- D. Certificate of Insurance. As evidence of the required motor vehicle liability insurance coverage, the contractor shall maintain a current certificate of such insurance in each vehicle as required by law. Certificates will be presented on demand of any state officer. When preparing the EERA, the state officer shall verify that the policy covers commercial rental use of the vehicle for the type of work to be performed under the agreement. Insurance carriers commonly exclude coverage for the vehicle when it is rented or used for commercial purposes. This is a common problem in the hiring of light vehicles, such as pickup trucks to be used as recon or supply vehicles.
- E. Contractor's insurance, shall cover all employee motor vehicle accidents.

## 6. **Vehicle Registration and Certification**

- A. All vehicles - At the time the agreement is prepared, the vendor will provide proof that he is the current registered or *legal* owner of the vehicles to be covered by the agreement, or that he has a current and valid lease, or rental agreement, or *written business partnership agreement* covering these vehicles. For unlicensed equipment, such as bulldozers, a copy of a bill of sale will serve as proof of ownership.
- B. All vehicles - At the time the agreement is prepared, the vendor will provide a weight certificate for the fully equipped vehicle. An estimated weight of 265 pounds for each crew person (personal and gear weight) will be added to the vehicle weight to determine total GVW. Contractor must demonstrate that the fully laden vehicle is within GVWR limits or vehicle will not be hired.
- C. All vehicles used under any agreement or solicitation and any resulting contract must be legally licensed or apportioned to operate in the State of California and meet the requirements for commercial vehicles, non-commercial vehicles, or Special Equipment (SE) vehicles, as appropriate.
- D. Operators of any motor vehicle having a Gross Vehicle Weight Rating (GVWR) of more than 26,000 lbs. must have a Commercial Drivers License (CDL) with Tank Endorsement, if appropriate, valid for the State of California.

- E. CONTRACTOR will be responsible to ensure drug testing for its employees under DOT requirements.

**7. Maintenance, Repair and Damage**

- A. The Contractor will be responsible for all maintenance (oil change, oil and air filters, lubrication and fueling). If fuel and oil are acquired from the state at the incident, the cost of fuel and/or oil will be deducted from payment to the vendor, utilizing CDF form ME-107.
  - B. All repairs and replacement are the responsibility of the Contractor and shall be made at the Contractor's expense. Repair or replacement shall be completed within 24 hours of breakdown. Out-of-service time for repairs of one hour or less within a 24-hour period will not be considered as "off shift" hours.
  - C. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to the Contractor.
  - D. Vehicles that become inoperable will be towed at the contractor's expense.
  - E. DAMAGE: Damage to hired equipment resulting from exposure to the fire or from fire fighting activities will be investigated by the Compensation and Claims Unit at the incident. The documented damage will be addressed through appropriate action at the incident or through the Board of Control claims process.
8. **PRE-USE INSPECTION:** An inspection of each piece of equipment should be made by the Ground Support Unit prior to assignment, or as soon as possible thereafter, using Form OF-296 or R5-5100-2T (Vehicle/Heavy Equipment Safety Inspection Checklist).
9. Only equipment that is judged *by CDF* to be mechanically sound and designed or equipped to do the assigned job should be hired.
10. All visual damage will be noted on the OF-296 or R5-5100-2T
11. Vendors will provide qualified operators, and relief operators, when requested by CDF. **For safety reasons, if the use of a piece of hired equipment is expected to exceed 12 hours per day, a second operator should be requested from the vendor and driving/operating duties should be divided between the two operators.**
12. Identification numbers should be assigned and displayed on equipment, for ease of identification. See 7761.4.1.

13. Before being released from the incident, each piece of hired equipment should be inspected by the Ground Support Unit, and the inspection documented on Form OF-296 or R5-5100-2T. *For bulldozers and other vehicles that have not worked in an incident assignment, this inspection may be abbreviated.*

## **RESPONSE REQUIREMENTS FOR FIRE READY EQUIPMENT**

**7761.3.1**

(No. 21 March 1999)

All Fire Ready Group resources will be required to initiate a response within one hour of notification. However, if the vendor cannot meet the response criteria for the particular incident, e.g., the required ETA to the incident, or if the vendor does not have equipment of the size and type needed for the mission, CDF may bypass the contractor for that incident and proceed to contact the next vendor on the rotational list.

The dispatch of vendors covered by this section will be consistent with the criteria set forth in Section 7761.2.6 and specifically Section 7761.2.6.3.

It is the responsibility of the vendor to provide a SINGLE contact number that is available 24 hours per day, 7 days a week, to be used by CDF to make contact for the dispatch of resources (e.g., telephone, pager, radio paging service, etc.)

## **RESPONSE REQUIREMENT FOR SUPPORT EQUIPMENT      7761.3.2**

(No. 21 March 1999)

Support resources need not meet the one-hour response time criteria established for Fire Ready resources, but they must be able to arrive at the incident location within the time prescribed by the agency dispatcher at the time of contact. However, if after being contacted, the vendor cannot meet the response criteria for the particular incident, e.g., the required ETA to the incident, or if the vendor does not have equipment of the size and type needed for the mission, CDF may bypass the vendor for that incident and proceed to contact the next vendor on the rotational list.

## **RESPONSE AND STAFFING REQUIREMENTS FOR FIRE ENGINES**

**7761.3.3**

(No. 23 October 2000)

Hired private fire engines will be required to initiate a response within one hour of notification. When hired as fire engine with crew, staffing will be as required in the FIRESCOPE Field Operations Guide, ICS 420-1, Primary Mobile Suppression Resources (Minimum ICS Standards) for the type of engine ordered.

## **EQUIPMENT REQUIREMENTS**

**7761.4**

(No. 21 March 1999)

All personnel and resources must arrive with all required safety equipment and other equipment in good repair and operating condition.

## **IDENTIFICATION NUMBER**

**7761.4.1**

(No. 23 October 2000)

All hired equipment will be assigned a unique identification number that is to be displayed on the equipment for the duration of the incident. The number to be displayed consists of two numbers and the letter E, followed by the request number for that piece of equipment. The numbers will denote the CDF unit where the equipment was signed up. For example, a dozer signed up in Shasta-Trinity would display "24EXXX", where XXX is the request number. This not only denotes the CDF unit that the equipment is from, but also provides a quick, visual reference to the resource order/request information. Ground Support Unit personnel should apply this number as soon as the equipment arrives at the incident, in a highly visible location with Crayola-brand water-based paint, or with a temporary placard.

## **WATER TENDER AND FIRE ENGINE SAFETY INSPECTION**

**7761.4.2**

(No. 29 February 2002)

All privately-owned fire engines, SE-plated water tenders, and all commercial vehicle water tenders not currently required to be inspected (*under 26,001 lbs GVWR*), or not subject to DOT inspection (such as water tenders and private fire engines registered in other states) **will** be inspected annually prior to use. Each inspection will be valid for one year only. In no event will an inspection date of greater than 12 months be accepted. **This inspection must be performed by a facility licensed to do business as a commercial motor vehicle repair and maintenance shop, or by the California Highway Patrol** Forest Service and CDF personnel will not perform this inspection. All costs will be borne by the vendor. The inspection will meet the criteria of Federal Motor Carrier Safety Regulations Part 393, Parts and Accessories Necessary for the Safe Operation, 393.1 through 393.209 and Title 49, Parts 40, 325, and 350 through 399, and the California Vehicle Code Division 14.8, 34500, Safety Regulations and California Code of Regulations Title 13. **Proof of inspection for the current fire season must be on file with the Hired Equipment Coordinator prior to listing the vendor in the Emergency Resource Directory.**

All water tenders, regardless of type of vehicle registration, must:

1. Carry a copy of the inspection with them, and
2. Provide a copy to the Forest Service or CDF unit that originally signed up their equipment.

The commercial motor vehicle shop's DOT inspection form will be acceptable as long as the following are shown:

1. The shop's address and telephone number.



2. The vehicle's identifying numbers (license and serial numbers)
3. The inspection form must have all critical items identified in the regulations listed above.
4. Repair documentation must show, in addition to 1 and 2, itemization of completed repairs.
5. All forms and job orders must be readable.

As an alternative, the R5-5100-2T Inspection Form may be used by the vendor. If this form is used, items 1, 2, and 4, above (when applicable), must be shown and must be accompanied by a copy of the inspector's work order(s).

Finally, either of the following California Highway Patrol Inspection Forms is also acceptable:

1. Form CHP 407E, Safetynet Driver/Vehicle Inspection Report, or
2. Form CHP 343A, Vehicle/Equipment Inspection Report, Motor Carrier Safety Operations

**NOTE:** CHP 108, Truck and/or Tractor Maintenance & Safety Inspection **is not accepted as the safety inspection.**

Any vehicle arriving at an incident without proof of successful completion of this inspection, along with proof that noted defects have been corrected will be rejected and will not be ~~inspected~~ hired until such documentation is produced. No payment will be made for any time incurred by the contractor. An exception is made for imminent threat situations as described in Sections 7761.2.7.2 and 7761.2.7.3. ~~This type of Imminent threat~~ hiring does not exempt the vehicle from the required inspection process necessary for listing in the unit Emergency Resource Directory.

Any vehicle that does not pass the initial inspection at the incident will be afforded the opportunity for a second inspection. The contractor will be charged \$75.00 per hour for the second inspection, pro-rated in 30-minute increments. If the vehicle does not pass the second inspection, it is rejected. No payment will be made for any time incurred by the contractor and the equipment will not be hired on that incident.

If the vehicle passes the second inspection, the total cost of the second inspection will be deducted from his/her final payment. Travel time to the incident will be paid. Time that the equipment was unavailable will not be compensated.

## **BULLDOZER EQUIPMENT REQUIREMENTS**

**7761.4.3**

(No. 21 March 1999)

## **FIRE READY BULLDOZER GROUP**

**7761.4.3.1**

(No. 26 March 2001)

Each bulldozer listed in the Fire Ready Bulldozer Group will be supported by a vendor-supplied transport truck of appropriate size and a bulldozer service unit equipped

to service the bulldozer after 12 hours of continuous work. Dozers assigned to the Fire Ready Dozer Group will also meet or exceed the following requirements:

- backup alarm
- safety belt
- Roll Over Protection System (R.O.P.S.) with heavy mesh screen sides and rear
- lights, 4 front and 2 rear
- belly pan and rock guards, unless rock guards are not recommended or produced by the original manufacturer.
- radiator protection
- radio, *field* programmable to CDF frequencies. Either portable or fixed-mount is acceptable. Operators are encouraged to use an earphone/microphone headset with the radio (7761.6)
- protective fire curtains inside of R.O.P.S. on sides and rear
- ABC fire extinguisher
- Shovel
- axe/Pulaski
- Operator personal protective equipment will comply with all 3900 Handbook and applicable Title 8 requirements and as a minimum will include:
  - Nomex shirt and trousers - CAL OSHA specification - Nomex shroud is recommended.
  - hard hat
  - goggles
  - gloves
  - fire shelter - USFS Specification
  - lace-up leather boots
- canteen with water, 1 gallon minimum

## **SUPPORT BULLDOZER GROUP**

**7761.4.3.2**

(No. 21 March 1999)

The Support Bulldozer Group will meet or exceed the following equipment requirements:

- R.O.P.S, with heavy mesh screens on sides and rear.
- lights, 2 front and 2 rear
- belly pan and rock guards
- radiator protection
- one shovel
- one axe/Pulaski
- backup alarm
- seat belts

- Operator personal protective equipment will comply with CalOSHA requirements and as a minimum will include:
  - Nomex shirt and trousers: CAL OSHA specification. Nomex shroud is recommended.
  - hard hat
  - goggles
  - gloves
  - fire shelter - USFS Specification
  - lace-up leather boots

## **WATER TENDER EQUIPMENT REQUIREMENTS**

**7761.4.4**

(No.26 March 2001)

"Water tenders" includes fire water tenders, potable drinking water tenders, and "gray" water tenders.

**ALL WATER TENDERS** must be equipped with the following minimum safety items:

- Reflectors, one set of three
- Fire extinguisher, rated 10 BC or better
- Chock blocks of appropriate size for tire diameter
- Flashlight
- Electronic backup alarm, minimum 87 DBLs

In addition to these requirements, CDF groups fire water tenders as either Fire Ready or Support. The equipment requirements for these groups are listed below.

### **SUPPORT WATER TENDER GROUP**

**7761.4.4.1**

(No.29 February 2002)

The Support Water Tender Group will meet or exceed the following requirements:

1. Minimum useable capacity shall be 1,000 gallons.
2. When loaded (including operators and accessory equipment), water tenders will conform to the manufacturer's gross vehicle weight rating (GVWR). This includes balancing the load in a manner **so that all axle weights comply with the manufacturer's gross axle weight ratings.** Pre-season sign up will require the unit to be loaded with the contractor providing weight tickets for the load from a certified scale. Loaded/empty weights may be necessary to certify the gallons.
3. Water tanks are to be baffled, ~~meeting the standards of NFPA, the American Society of Mechanical Engineers, or other industry accepted engineering standards.~~

4. Tender shall be configured in a manner that the vehicle center of gravity is within the design limits of the equipment.
5. Tender shall be equipped with a back flow protection device for hydrant filling.
6. Pump assembly is to be driven either by power-take-off or auxiliary engine drive. The pump shall be plumbed with a suction outlet so water may be drafted from a water supply such as a pond, river or creek to refill the tank or pump directly to the fire. An auxiliary engine-driven pump assembly is acceptable if the auxiliary unit is permanently mounted and plumbed to the tank, discharge and suction outlets, and if the pump meets the minimum GPM for the group.
7. All discharge outlets shall be plumbed to the pump. Gravity discharge outlets, with the exception of the dump valve described below, are not acceptable.
8. Tender shall be equipped with a minimum 24 feet of appropriate diameter suction hose equipped with a screened foot valve or strainer.
9. Tenders shall have a 2.5" valve with National Hose (NH) threads installed so that pressure or suction lines (hose) can allow filling or drafting by other engines. Adaptation of the dump valve with fittings is acceptable.
10. A dump valve of a minimum 4" diameter or equivalent is desirable so that water may be discharged into portable tanks. This valve is to be at the bottom rear of the tank to allow complete water discharge and should have a minimum clearance of 34" from the ground to the bottom of the outlet.
11. It shall be the contractor's responsibility to ensure that the equipment meets the standards or specifications. ~~Should the equipment be designed to any industrial standard other than NFPA or ASME, the contractor will be required to provide a copy of the industrial standard met. It is the contractor's responsibility to demonstrate that the equipment meets the standard. Beyond NFPA standards, agency personnel at the federal, state, and local levels are not knowledgeable in design standards; therefore, the contractor must determine the requirements of the standard and bring his/her equipment up to that standard. The knowledge and expertise of the standards rest in the private sector with mechanical engineers, automotive engineers, manufacturers or other experts. Contractors should consult these sources to bring equipment into compliance.~~
12. Tender must be equipped with the following minimum safety and equipment items:
  - one axe/Pulaski and 1 shovel
  - operator personal protective equipment *will comply with applicable CAL OSHA requirements, and as a minimum will include:*
    - Nomex shirt and trousers - CAL OSHA specifications (*Title 8, section 3410*).
    - Nomex shroud is recommended
    - hard hat
    - goggles

- gloves
- fire shelter - USFS specifications
- lace-up leather boots
- canteen with water, 1 gallon minimum
- pump, minimum 150 GPM
- one-hundred (100) ft. 1-1/2 serviceable cotton jacketed fire hose with nozzle
- one 1" combination fog/straight stream nozzle with 1-1/2" NH to 1" NPSH reducer
- two each 1.5" NH connections or one each 2.5" connection with gated wye to two each 1.5" NH connections
- one fire hose clamp *and one hydrant wrench*

**All vendor-owned equipment should be clearly marked to prevent accidental confiscation by fire agency personnel. Such marking should be documented on arrival at the incident on the vehicle check-in inspection form.**

**NOTE:** If the water tender arrives at the incident without the required minimum safety items, required equipment or appliances, and does not meet the specifications for pump, plumbing, buildup, etc., **the water tender will be rejected.** No payment will be made for a rejected water tender for any time incurred by the contractor and the equipment will not be hired on the incident.

## **FIRE READY WATER TENDER GROUP**

**7761.4.4.2**

(No. 23 October 2000)

The Fire Ready Water Tender Group will meet or exceed the criteria for the Support Water Tender Group (7761.4.4.2), plus:

- 2000-gallon minimum capacity
- **250** GPM pumping capability
- Discharge fittings: two each 1.5" NH connections or one each 2.5" NH connection with gated wye to two each 1.5" NH connections
- Suction fittings: one or more 2.5 " or 3" National Hose (NH) thread connections to allow drafting and filling from a non-pressurized source, or to allow filling under pressure, as from an engine, another tender, or from a pressurized source.
- radio, *field* programmable to CDF frequencies. Either portable or fixed-mount is acceptable. Operators are encouraged to use an earphone/microphone headset with the radio (7761.6)

## **FIRE ENGINE EQUIPMENT REQUIREMENTS**

**7761.4.5**

(No. 23 October 2000)

In addition to FIRESCOPE ICS capabilities, specific minimum equipment and performance requirements are listed in Engine Equipment and Accessories.

Privately-owned fire engines may possess equipment and capabilities in excess of the minimum requirements specified in the FIRESCOPE Field Operations Guide, or Engine Equipment and Accessories. Such additional equipment and capabilities should be separately identified and the price agreed upon by CDF and the vendor on Form OF-294,

Emergency Equipment Rental Agreements. CDF will only pay for such additional equipment and capabilities if specifically requested by CDF or its authorized agents and actually utilized.

Rates to be paid by CDF will be as agreed upon by CDF and the vendor on Form OF-294. A rate for-such government surplus equipment shall be negotiated to provide for operational costs only, e.g., fuel, oil, insurance and ancillary equipment. CDF will only make payment for actual hours that the engine is assigned to an incident under an order and request number. CDF will make no payments for "availability" during times that the engine is not assigned an incident order and request number.

All vendor-owned equipment should be clearly marked to prevent accidental confiscation by fire agency personnel. Such marking should be documented on arrival at the incident on the vehicle check-in inspection form.

### **ENGINE COMPANY PERSONAL PROTECTIVE EQUIPMENT 7761.4.5.1** (No.26 March 2001)

The work is performed in a wildland/urban interface environment involving steep terrain where surfaces may be extremely uneven, rocky, covered with thick tangled vegetation, etc. Temperatures are frequently extreme (hot and cold), both from the weather or from the fire. Smoke and dust conditions are frequently severe. The hazardous nature of the work requires that personal protective equipment (PPE) be worn. PPE requirements are found in Title 8, Section 3410, California Code of Regulations. All required PPE, must be Cal-OSHA approved and will be provided by the contractor prior to any assignment. The contractor is responsible for assuring that all PPE is of the proper size and type, personnel are trained in its use and care, and that it is used as required by policy and statute.

At the time of hire and for the duration of the incident, each engine company member shall have and maintain the following Personal Protective Equipment:

- Boots: leather, lace-up type, minimum 8 inches high with lug-type soles in good condition. Steel toe boots are not acceptable.
- Hard hat: plastic, Class B, ANSI Z89. 1, OSHA approved, with chin strap
- Goggles: one pair per person
- Head lamp: with batteries and attachment for hard hat
- Fire shelter: NFPA approved
- Canteen: one quart size, three per person required, 4 per person recommended. Must be full upon arrival at incident.
- Flame resistant clothing (shirt and trousers): Cal-OSHA approved.
- Firefighter gloves, Cal-OSHA approved.

All personnel and resources must arrive with all required safety and other equipment in good repair and operating condition.

### **COORDINATION AND SUPERVISION**

**7761.5**

(No. 21 March 1999)

## **HIRED EQUIPMENT COORDINATOR**

**7761.5.1**

(No.26 March 2001)

To assist in the routine process of pre-planning the emergency use of hired equipment, all unit chiefs will designate a Hired Equipment Coordinator for their unit. The name of this designee shall be forwarded to the region command center chief for inclusion on the region-wide coordinator list. A suggested list of duties for the coordinator is shown in Hired Equipment Coordinator Responsibilities.

## **TECHNICAL SPECIALIST, HIRED EQUIPMENT**

**7761.5.2**

(No. 21 March 1999)

On incidents of significant magnitude with multiple hired resources, the Incident Commander is encouraged to utilize the position of Technical Specialist - Hired Equipment. This position works for the Equipment Manager within the Ground Support Unit. A suggested duty statement for this position is shown in Technical Specialist - Hired Equipment.

## **DIRECT SUPERVISION**

**7761.5.3**

(No.26 March 2001)

**All incident commanders must provide direct supervision for all hired resources.**

Division or Group supervisors are responsible for the safety, proper deployment, and time keeping of their assigned resources. They will prepare shift tickets and vendor evaluations for all hired equipment resources assigned to their supervision.

When forming a functional group, strike team or task force containing hired equipment, a the functional group supervisor or strike team/task force leader shall perform the following duties:

1. Initiate shift ticket process.
2. Determine equipment readiness and conformance to requirement standards.
3. Respond to incident with the group or task force.
4. Act as group supervisor or task force leader under direction of Operations Section personnel.
5. Prepare vendor evaluations

The ratio of supervisors to resources should be as follows:

Dozer Strike Team: 2 dozers, 1 dozer tender, 1 STL

Water Tender Strike Team: 5 tenders, 1 STL

Task Force or Functional Group:

<u>1-5 resources:</u>	1 leader/supervisor
<u>5-10 resources:</u>	2 leader/supervisor + 1 Tech. Spec. - Hired Equipment
<u>10-15 resources:</u>	3 leader/supervisor + 1 Tech. Spec - Hired Equipment

## **RADIO FREQUENCY USE AGREEMENT**

**7761.6**

(No. 21 March 1999)

In order for hired equipment vendors to operate on CDF radio frequencies, both the vendor and a CDF representative must complete Form FC-100R "Radio Frequency Use Agreement," example attached. Proof of annual frequency and deviation inspection by a manufacturer's authorized warranty repair technician is no longer required.

## **RENTAL RATES**

**7761.7**

(No. 21 March 1999)

Equipment rental rates can be determined by reviewing the Equipment Rental Rates in the Rates Procedures Handbook 3900.

## **(RESERVED)**

**7761.8**

(No. 21 March 1999)

## **(RESERVED)**

**7761.9**

((No. 21 March 1999)

## **AIRCRAFT**

**7761.10**

(No. 21 March 1999)

Emergency hiring of aircraft is authorized, as necessary, to meet emergency fire situations. This privilege must be administered judiciously to avoid unnecessary expenditure of public funds. (See Aviation Management Procedures Handbook.)



## APPENDIX F

### RETROGRADE

(Revised 1996)

7585

Sound financial management requires that excess items purchased through the emergency fund shall be retrograded (i.e. inventoried, documented, credited) to the incident and charged off to the appropriate account(s) upon closure of the incident base, camp or staging area.

At the end of an incident, all items left over (excess) in both the Food Unit and the Supply Unit must be substantiated and credited to the incident. On some incidents, the Medical Unit, Ground Support Unit and the Communication Unit will also have items that need to be retrograded.

The listing below describes incident conditions under which a retrograde should be taken.

1. When excess supplies were purchased from private vendors with emergency funds.
2. When a National Fire Cache was used.
3. When it is a CDF Contract County incident.
4. When an incident goes from suppression to rehab and a new Incident # is given to the rehab effort.
5. When CDF performs Logistics for an "Other Agency" incident, O.E.S., USFS, etc.
6. When "Controlled Property" was purchased.
7. When an Incident Management Team turns the incident over to a local CDF unit.

The subsections below describe procedures and a holding account established in the Emergency Fund to be used when retrograding excess items. It is departmental policy that such materials be redistributed and utilized as quickly as possible to 1) reduce stock levels when nearing the close of fire season and 2) keep the holding account to the minimum dollar level possible. The department cannot justify, nor does it want, a large stock in the holding account. Region Chiefs are responsible to see that this does not occur.

**NOTE:** A letter addressed to the region chief, Attn: Regional Business Services Officer, will be sent upon the finish of retrograde, along with the following information:

1. The incident order number and incident name.
2. Participants of the retrograde team.
3. A brief overview of the retrograde findings.
4. Copies of all inventories taken and documentation of distribution transactions.
5. Copies of any MRTs generated to the holding account.

It will be the responsibility of the regional business services officer to notify their region's Unit Service Centers of any retrograde materials that exist for the purposes of reutilization as quickly as possible.

## **ACTION TO BE TAKEN UPON CLOSURE OF INCIDENT BASE OR CAMP 7585.1**

(Revised 1996)

When the incident commander decides to close a camp, the Logistics Section chief will notify all the logistic personnel at that camp to inventory their excess items and to ship them to the Supply Unit at the Incident Base. A copy of the inventory will go to the Logistics Section chief; unit leaders will utilize the returned items before placing new orders for like items.

When the incident commander decides to close the Incident Base, the Logistics Section chief will notify all the logistics personnel at the base to inventory their excess items. The Logistics Section chief will also notify the unit and make a request for a retrograde team through normal channels. The unit ECC will promptly advise the region business services officer and the unit's material manager of the pending closure. This notification shall be made at least 24 hours before the anticipated closure or (at a minimum) 12 hours prior to the last meal.

Upon notification, the region office determines who will inventory supplies remaining at the incident base. Personnel experienced in material procedures should be selected. A minimum of two people should be assigned to the inventory process, with other staff as needed, to make a thorough physical inventory of all excess material and supplies purchased from the Emergency Fund.

Since the unit Material Manager is directly involved in disposing of excess material, he/she will accompany the team to the incident base. This team should arrive at the incident base prior to the last meal being served.

## **PRE-INVENTORY ACTIONS TO BE TAKEN AT BASE 7585.2**

(Revised 1996)

The Logistics Section chief will provide directions for the Demobilization Plan to provide replacement supplies for released crews and engines. Every effort should be made to accommodate the needs of released resources as this will maintain the resources emergency readiness in cases of diversion to other incidents.

Provide supplies for released crews, engines and other resources as follows (should be part of the demobilization plan): coffee, cups and condiments for fire crews, rations, batteries, hose, fuses, water handling equipment, personal protective equipment.

## **PROCEDURE FOR PHYSICAL INVENTORY 7585.3**

(Revised 1996)

The following checklist is provided:

1. Stop movement of all supplies.
2. Food Unit to inventory all perishable, non-perishable foodstuffs and paper goods (paper plates, cups, utensils, etc.)
3. Supply Unit to inventory all support items left in receiving and distribution (batteries, sleeping bags, handtools, etc.)
4. Medical Unit to inventory all excess medical supplies.
5. Communications Unit to inventory all excess supplies (batteries, etc.)
6. Ground Support to inventory all excess supplies (filters, oil, etc.)
7. Make decision for utilization of excess.
  - a. Perishables: Because of non-existent or limited storage facilities, distribute perishables as follows:
    - Other incidents
    - Fire stations
    - Conservation camps
    - State institutions (correctional or hospitals)(Preference should be based on what is practical)
  - b. Non-perishables (canned staples, paper goods, sleeping bags, etc.)
    - Unbroken case lots to be returned to vendor for credit and copies of credit memo should be returned to the Finance Section.
    - Remaining items to be returned to a designated service center (region warehouses, if appropriate) and transfer to the Emergency Fund holding account.
    - Remaining (used and unused) items which were supplied from the USFS Zone Cache(s) during the mobilization of the incident must be returned to the cache(s) for credit to the incident (case lots, unused materials, e.g. tools, cups, plates, etc.). Fire hose and sleeping bags can be returned in used condition; the incident will be credited with the

difference between lost, recondition, and/or repair and the purchase price.

**NOTE:** Small broken case lots should be considered consumed in fire operations when the cost to bring them back into the system is prohibitive.

**HOLDING ACCOUNT FOR EXCESS (RETROGRADED) EMERGENCY FIRE MATERIAL 7585.4**  
(Revised 1996)

To facilitate reutilization of excess supplies purchased through the Emergency Fund, a "holding account" has been established in CALSTARS. This account provides financial accountability while storing excess items in a location to be determined by Region Office for future transfer to other incidents.

As noted above in Section 7585, materials charged to this account are to be reassigned to new incidents rapidly, keeping the dollar level in the account at the lowest level possible. The responsibility for ensuring correct use of the holding account is vested with the regional chiefs.

Use the appropriate index code (unit or region storing item) and PCA Code 00999 in the charge/abatement portion of the Form F-72 (Material Requisition or Transfer). The holding accounts are fiscal year specific and may require an entry into the prior year account when an item is in holding at year-end and not transferred to an incident until the subsequent fiscal year. (Please note: the holding account is not used for items purchased from the Emergency Fund and transferred directly to another incident following the closure of the incident base. In that situation, prepare an MRT, credit the existing incident and charge the receiving (new) incident. See Section 2665, of the 2600 Material Handbook for MRT preparation.)

When moving items in or out of a service center holding account to an incident, a MRT (Material Requisition or Transfer) will be completed crediting the holding account (XXXX-00999) and charging the new incident and appropriate Emergency Fund PCA.

This movement of supplies between regions is authorized and encouraged in lieu of open market procurement as long as there is proper documentation and control (MRT). Movement of excess fire supplies into the holding account will be made only after all authorized inventory levels (including replacement of fire reserve caches and routine support stocks) at applicable service centers supplying the incident have been replenished from these excesses. This is under the assumption that original items were not MRT'd to the Emergency Fund. (See Section 7585.5 for procedures.)

When practical, excess material from incident operations should be held in region service centers or can alternate location (approved by the region) for proper accountability. However, excess material can be stored in unit service centers as long as it remains under the specific control of the region Material Manager. In such an arrangement,

the unit Material Manager must maintain accountability and current records of quantities by location for prompt re-distribution purposes.

**PROCEDURE FOR USE OF HOLDING ACCOUNT**  
(Revised 1996)

**7585.5**

Regions must use the following procedures to properly manage material held in the Index 00999 holding account:

1. Restock items supplied from various services centers to the incident base, as long as the items were not initially MRT'd to an incident. If an item was MRT'd to 00999 when shipped to an incident (i.e., a credit was posted to the unit's operating budget), then their stock of that item for the unit's non-emergency operations must be considered a base purchase (i.e., from the unit's regular operating budget). If the restock is made initially from the Emergency Fund, it should be MRT'd to the operating account with a credit to the Emergency Fund.
2. For items not usually stocked, or excess to "1" above, handle as follows:
  - a. Transfer to the holding account upon selection of a service center for physical storage and management, OR;
  - b. If distributed to unit(s) for use in support, use an MRT, charge the appropriate operating account and abate the incident, OR;
  - c. Both a and b, if appropriate.
3. Store excess material received in a selected service center holding account.
  - a. Enter in Automated Property Inventory System (APIS) all holding account items received (inventory dollar value recorded in CALSTARS and quality and dollar value in APIS).

**NOTE:** APIS has a separate stock type code (R) identifying how much stock is retrograde stock.
  - b. Originate an MRT to reflect a charge to: the holding account, abating the original incident.
  - c. Holding account items in stock at the close of fire season will be inventoried and reported to the region Material Manager. The region Material Manager will publish a list and. distribute throughout CDF and to all service centers.

Holding account numbers assigned to each area are:

Coast

1001-00999

Region Headquarters

	1100-00999	Mendocino
	1200-00999	Humboldt-Del Norte
	1300-00999	Lake Napa
	1400-00999	Sonoma
	1600-00999	Santa Clara
	1700-00999	San Mateo-Santa Cruz
Cascade	2100-00999	Butte
	2200-00999	Lassen-Modoc
	2300-00999	Nevada-Yuba-Placer
	2400-00999	Shasta-Trinity
	2500-00999	Tehama-Glenn
	2600-00999	Siskiyou
South	3001-00999	Region Headquarters
	3100-00999	Riverside
	3300-00999	San Diego
	3400-00999	San Luis Obispo
	3500-00999	San Bernardino
Sierra	4100-00999	Tulare
	4200-00999	Madera-Mariposa
	4300-00999	Fresno-Kings
	4400-00999	Tuolumne-Calaveras
	4500-00999	Amador-El Dorado
	4600-00999	San Benito-Monterey

The first four characters indicate the unit's index code; the last five characters indicate PCA code. The holding account code is only used for items purchased using the Emergency Fund and retrograde from an emergency fire incident.

**NOTE:** Use the appropriate object code (e.g., subsistence food items "506", fire hose, "226", fuses, batteries, "238", etc.).

- d. Correct use of the holding account will allow the department to build accurate fire cost reports which reflect only that material, actually consumed for each incident. Information that can be substantiated is essential for the state to recover fire suppression costs from responsible parties.
- e. All requests for material in the holding account must be channeled through, and approved by the region Material Manager or designee. The region headquarters must have the control of movement of all materials. Direct requests between regions must be approved by both region Material Managers in order to maintain proper accountability. Therefore, all requests must be made to the shipping region's Material Manager even though the actual location of the material is at another site.

- Prepare the appropriate MRT showing movement according to standard MRT procedure.
  - Ship by whatever means is expedient. Do not overlook the use of common carriers. (Shipping cost should be charged to the receiving unit and/or incident.)
  - Adjust inventory records.
- f. When dealing with a civil cost recover, be sure that all excess is cut out of the cost report.
4. See Exhibits
- a. "Other Agency" to Holding Account.
  - b. Holding Account to CDF Fire.
  - c. From CDF Fire to CDF Fire.
  - d. From CDF Fire Suppression to CDF Fire Rehab.
  - e. From CDF Fire to Holding Account.
  - f. From CDF Fire to Unit Operating A/C.

FORMS AND/OR FORMS SAMPLES: RETURN TO ISSUANCE HOME PAGE FOR FORMS/FORMS SAMPLES SITE LINK.

(see Table of Contents)

# APPENDIX G

## California Department of Forestry and Fire Protection Incident Command Team Schedule - (January 2002 – December 2002) All team coverage starts and ends at 0800 hrs on Monday's

MONTH	WEEK OF	TEAM									
		1	2	3	4	5	6	7	8	9	10
2002											
JANUARY	7		X						X		
	14			X						X	
	21				X						X
	28					X	X				
FEBRUARY	4	X						X			
	11		X						X		
	18			X						X	
	25				X						X
MARCH	4					X	X				
	11	X						X			
	18		X						X		
	25			X						X	
APRIL	1				X						X
	8					X	X				
	15	X						X			
	22		X						X		
	29			X						X	
MAY	6				X						X
	13					X	X				
	20	X						X			
	27		X						X		
JUNE	3			X						X	
	10				X						X
	17					X	X				
	24	X						X			
JULY	1		X						X		
	8			X						X	
	15				X						X
	22					X	X				
	29	X						X			
AUGUST	5		X						X		
	12			X						X	
	19				X						X
	26					X	X				
SEPTEMBER	2	X						X			
	9		X						X		
	16			X						X	
	23				X						X
	30					X	X				
OCTOBER	7	X						X			
	14		X						X		
	21			X						X	
	28				X						X
NOVEMBER	4					X	X				
	11	X						X			
	18		X						X		
	25			X						X	
DECEMBER	2				X						X
	9					X	X				
	16	X						X			
	23		X						X		
	30			X						X	



**California Department of Forestry and Fire Protection**  
**Incident Command Team Schedule - (January 2003 – December 2003)**  
 All team coverage starts and ends at 0800 hrs on Monday's

MONTH	WEEK OF	TEAM									
		1	2	3	4	5	6	7	8	9	10
2003											
JANUARY	6				X						X
	13					X	X				
	20	X						X			
	27		X						X		
FEBRUARY	3			X						X	
	10				X						X
	17					X	X				
	24	X						X			
MARCH	3		X						X		
	10			X						X	
	17				X						X
	24					X	X				
	31	X						X			
APRIL	7		X						X		
	14			X						X	
	21				X						X
	28					X	X				
MAY	5	X						X			
	12		X						X		
	19			X						X	
	26				X						X
JUNE	2					X	X				
	9	X						X			
	16		X						X		
	23			X						X	
	30				X						X
JULY	7					X	X				
	14	X						X			
	21		X						X		
	28			X						X	
AUGUST	4				X						X
	11					X	X				
	18	X						X			
	25		X						X		
SEPTEMBER	1			X						X	
	8				X						X
	15					X	X				
	22	X						X			
	29		X						X		
OCTOBER	6			X						X	
	13				X						X
	20					X	X				
	27	X						X			
NOVEMBER	3		X						X		
	10			X						X	
	17				X						X
	24					X	X				
DECEMBER	1	X						X			
	8		X						X		
	15			X						X	
	22				X						X
	29					X	X				

# APPENDIX H

## Los Angeles County Fire Department Command and Control Division VHF Radio Plan

VHF Tx Frequency	TX PL	RX Frequency	Rx PL	Freq Code	Name
1 154.2800	None	154.2800	CSQ	ST WH1 1	STATE WHITE 1
2 154.265	None	154.265	CSQ	ST TAC2	STATE TAC 2
3 154.295	None	154.295	CSQ	ST TAC3	STATE TAC 3
4 154.025	167.9	154.025	CSQ	OTO DISP	OTO/UPL/MTC DISP
5 154.325	167.9	154.325	CSQ	RED TAC	OTO/UPL/MTC TAC
6 155.325	97.4	155.325	97.4	WHITE 6	LAAFCA - White 6
7 155.400	79.7	155.400	79.7	WHITE 7	LAAFCA - White 7
8 150.775	97.4	150.775	97.4	WHITE 8	LAAFCA - White 8
9 155.355	94.8	155.355	94.8	WHITE 9	LAAFCA - White 9
10 154.235	74.4	154.235	74.4	GRN1/SMD	GRN1/SMD TAC
11 154.385	79.7	154.385	79.7	GRN2/MRV	GRN2/MRV TAC
12 153.890	136.5	153.890	136.5	GRN3/ARC	GRN3/ARC TAC
13 154.175	123.0	154.175	123.0	GRN4/SNM	GRN4/SNM TAC
14 155.295	97.4	155.295	97.4	GRN5/CMD	GRN5/CMD-TAC
15 153.995	136.5	153.995	136.5	GRN6/ALH	GRN6/ALH-MPK DISP
16 154.250	127.3	154.250	127.3	DNY TAC	DOWNEY TAC
17 154.4300	None	154.4300	CSQ	LAC T-17	LAC TAC 17
18 154.3400	None	154.3400	CSQ	LAC T-18	LAC TAC 18
19 154.4000	151.4	154.4000	CSQ	LAC T-19	LAC TAC 19 Air-Ground
20 153.8300	100.0	153.8300	100.0	LAC T-20	LAC TAC 20
21 154.070	151.4	154.070	151.4	LAC T-21	LAC TAC 21
22 159.090	151.4	159.090	151.4	LAC T-22	LAC TAC 22
23 154.415	151.4	154.415	151.4	LAC T-23	LAC TAC 23
24 158.970	151.4	158.970	151.4	LAC T-24	LAC TAC 24
25 154.355	103.5	154.355	CSQ	SBAYDISP	SOUTH BAY DISP
26 154.130	103.5	154.130	CSQ	SBAY TAC	SOUTH BAY TAC
27 156.165	192.8	156.165	CSQ	WCV DISP	WEST COVINA DISP
28 154.310	192.8	154.310	CSQ	WCV TAC	WEST COVINA TAC
29 156.195	131.8	153.950	131.8	LOB 1	LONG BEACH 1
30 155.925	156.7	153.770	CSQ	LOB 2	LONG BEACH 2
31 153.830	131.8	153.830	CSQ	LOB 3	LONG BEACH 3
32 154.710	None	156.045	CSQ	LOB 4	LONG BEACH 4
33 172.375	103.5	172.375	CSQ	ANF FOR1	ANF FOREST F-1
34 169.950	MPL	172.375	CSQ	ANF FOR2	ANF FOREST F-2
35 164.9375	103.5	164.9375	CSQ	ANF ADM3	ANF ADMIN F-3
36 170.075	MPL	164.9375	CSQ	ANF ADM4	ANF ADMIN F-4
37 170.000	MPL	170.000	CSQ	ANF A/G	ANF Air to Ground
38 168.050	MPL	168.050	CSQ	NIFC T-1	NIFC TAC 1
39 168.200	MPL	168.200	CSQ	NIFC T-2	NIFC TAC 2
40 168.600	MPL	168.600	CSQ	NIFC T-3	NIFC TAC 3
41 173.9125	MPL	173.9125	CSQ	NIFC T-4	NIFC TAC 4
42 173.9625	MPL	173.9625	CSQ	NIFC T-5	NIFC TAC 5
43 173.9875	MPL	173.9875	CSQ	NIFC T-6	NIFC TAC 6
44 169.875	MPL	171.475	CSQ	BDF DISP	SBDO FOREST DISPATCH
45 172.225	MPL	172.225	CSQ	BDF TAC3	SBDO FOREST TAC 3
46 169.900	MPL	170.550	CSQ	LPF DISP	LOS PADRES NF DISPATCH
47 170.550	MPL	170.550	CSQ	LPF TAC1	LOS PADRES NF F-1
48 170.475	MPL	170.475	CSQ	LPF TAC3	LOS PADRES NF F-3
49 154.010	100.0	154.010	100.0	VNC CH 1	VNC DISP - CH 1
50 154.325	100.0	154.325	100.0	VNC CH 2	VNC EAST CMD - CH 2
51 153.950	127.3	153.950	127.3	VNC CH 3	VNC EAST TAC - CH 3
52 154.100	100.0	154.100	100.0	VNC CH 4	VNC NO. CMD - CH 4



VHFTx Frequency	TX PL	RX Frequency	Rx PL	Freq Code	Name
53 154.025	100.0	154.025	100.0	VNC CH 5	VNC NO. TAC - CH 5
54 155.835	100.0	155.835	100.0	VNC CH 6	VNC WEST CMD - CH 6
55 153.830	100.0	153.830	100.0	VNC CH 7	VNC WEST TAC - CH 7
56 159.390	MPL	151.445	CSQ	BDU WEST	BDU LOCAL WEST
57 159.315	MPL	151.325	CSQ	BDU EAST	BDU LOCAL EAST
58 154.205	167.9	154.205	CSQ	BDC GREY	BDC GREY
59 153.830	None	153.830	CSQ	BDC BRN	BDC BROWN
60 151.475	167.9	151.145	CSQ	BDC CO1	BDC COUNTY 1/WWD
61 154.130	107.2	154.130	CSQ	VER DISP	VERNON DISP
62 155.340	None	155.340	CSQ	HEAR	HEAR
63 156.075	None	156.075	CSQ	CALCORD	CA MULTI-AGENCY COORD.
64 168.325	MPL	169.125	CSQ	TRVL NET	CA FIRE TRAVEL NET
65 166.975	MPL	166.375	CSQ	BLM RPT	BLM CDD (Central Desert District)
66 166.375	MPL	166.375	CSQ	BLM DIR	BLM/CDD (Central Desert District)
67 166.750	MPL	166.750	CSQ	BLM LE	BLM Law Enforcement
68 166.4875	MPL	166.4875	CSQ	BLM BKF	BLM BAKERSFIELD
69 167.950	MPL	167.950	CSQ	BLM A/G	BLM Air to Ground
70 154.250	127.3	153.770	CSQ	SBC CH1	SBC CHANNEL 1
71 154.995	127.3	153.905	CSQ	SBC CH2	SBC CHANNEL 2
72 155.715	127.3	153.980	CSQ	SBC CH3	SBC CHANNEL 3
73 154.160	None	154.160	CSQ	OES NET1	OES NET 1
74 154.220	None	154.220	CSQ	OES NET2	OES NET 2
75 154.2800	None	154.2800	CSQ	ST WHT 1	STATE WHITE 1
76 172.525	None	172.525	CSQ	NPS/SMA	NATL PARK/SMA
77 155.160	151.4	155.160	CSQ	MTN S/R	MTN SEARCH & RSQ
78 160.545	None	160.545	CSQ	MTROLNK3	METROLINK 3
79 NONE	None	162.550	CSQ	WEATHER1	NOAA WEATHER 1
80 NONE	None	162.400	CSQ	WEATHER2	NOAA WEATHER 2
81 159.300	MPL	151.355	CSQ	CDF CMD1	CDF COMMAND 1
82 159.330	MPL	151.265	CSQ	CDF CMD2	CDF COMMAND 2
83 151.220	MPL	151.220	CSQ	CDF A/G	CDF Air to Ground
84 151.145	MPL	151.145	CSQ	CDF T-1	CDF TAC 1
85 151.160	MPL	151.160	CSQ	CDF T-2	CDF TAC 2
86 151.175	MPL	151.175	CSQ	CDF T-3	CDF TAC 3
87 151.190	MPL	151.190	CSQ	CDF T-4	CDF TAC 4
88 151.250	MPL	151.250	CSQ	CDF T-5	CDF TAC 5
89 151.325	MPL	151.325	CSQ	CDF T-6	CDF TAC 6
90 151.340	MPL	151.340	CSQ	CDF T-7	CDF TAC 7
91 151.370	MPL	151.370	CSQ	CDF T-8	CDF TAC 8
92 151.385	MPL	151.385	CSQ	CDF T-9	CDF TAC 9
93 151.400	MPL	151.400	CSQ	CDF T-10	CDF TAC 10
94 151.445	MPL	151.445	CSQ	CDF T-11	CDF TAC 11
95 151.460	MPL	151.460	CSQ	CDF T-12	CDF TAC 12
96 151.475	MPL	151.475	CSQ	CDF T-13	CDF TAC 13
97 172.375	103.5	172.375	CSQ	ANF FOR1	ANF FOREST F-1
98 169.950	MPL	172.375	CSQ	ANF FOR2	ANF FOREST F-2
99 170.075	MPL	164.9375	CSQ	ANF ADM4	ANF ADMIN F-4
100 170.000	MPL	170.000	CSQ	ANF A/G	ANF Air to Ground
101 168.050	MPL	168.050	CSQ	NIFC T-1	NIFC TAC 1
102 168.200	MPL	168.200	CSQ	NIFC T-2	NIFC TAC 2
103 168.600	MPL	168.600	CSQ	NIFC T-3	NIFC TAC 3
104 173.9125	MPL	173.9125	CSQ	NIFC T-4	NIFC TAC 4
105 173.9625	MPL	173.9625	CSQ	NIFC T-5	NIFC TAC 5
106 173.9875	MPL	173.9875	CSQ	NIFC T-6	NIFC TAC 6
107 170.975	MPL	168.700	CSQ	NIFC CMD1	NIFC Command 1

VHF Tx Frequency	TX PL	RX Frequency	Rx PL	Freq Code	Name
108 170.450	MPL	168.100	CSQ	NIFC CMD2	NIFC Command 2
109 170.425	MPL	168.075	CSQ	NIFC CMD3	NIFC Command 3
110 168.400	MPL	166.6125	CSQ	NIFC CMD4	NIFC Command 4
111 169.750	MPL	167.100	CSQ	NIFC CMD5	NIFC Command 5
112 173.8125	MPL	168.475	CSQ	NIFC CMD6	NIFC Command 6
113 172.375	103.5	172.375	CSQ	ANF FOR1	ANF FOREST F-1
114 169.950	MPL	172.375	CSQ	ANF FOR2	ANF FOREST F-2
115 164.9375	103.5	164.9375	CSQ	ANF ADM3	ANF ADMIN F-3
116 170.075	MPL	164.9375	CSQ	ANF ADM4	ANF ADMIN F-4
117 169.950	146.2	172.375	CSQ	ANF NO	ANF NORTH
118 169.950	123.0	172.375	CSQ	ANF SO	ANF SOUTH
119 169.950	136.5	172.375	CSQ	ANF EAST	ANF EAST
120 169.950	103.5	172.375	CSQ	ANF WEST	ANF WEST
121 169.950	167.9	172.375	CSQ	ANF CNTR	ANF CENTER
122 154.4300	None	154.4300	CSQ	LAC T-17	LAC TAC 17
123 154.3400	None	154.3400	CSQ	LAC T-18	LAC TAC 18
124 154.4000	151.4	154.4000	CSQ	LAC T-19	LAC TAC 19 Air-Ground
125 153.8300	100.0	153.8300	100.0	LAC T-20	LAC TAC 20
126 154.070	151.4	154.070	151.4	LAC T-21	LAC TAC 21
127 159.090	151.4	159.090	151.4	LAC T-22	LAC TAC 22
128 154.2800	None	154.2800	CSQ	ST WHT 1	STATE WHITE 1
129 159.625	None	159.625	CSQ	LGS TAC	LG SOUTHERN TAC
130 159.525	None	159.525	CSQ	LGC TAC	LG CENTRAL TAC
131 161.375	None	161.375	CSQ	LGN TAC	LG NORTHERN TAC
132 None	None	156.300	CSQ	MR CH6	MARINE CH 6
133 None	None	156.450	CSQ	MR CH9	MARINE CH 9
134 None	None	156.600	CSQ	MR CH12	MARINE CH12
135 None	None	156.800	CSQ	MR CH16	MARINE CH16
136 None	None	157.050	CSQ	MR CH21	MARINE CH21
137 None	None	157.100	CSQ	MR CH22A	MARINE CH22A
138 None	None	157.150	CSQ	MR CH23	MARINE CH23
139 None	None	156.975	CSQ	MR CH79A	MARINE CH79A
140 None	None	157.175	CSQ	MR CH83A	MARINE CH83A
141 154.4300	None	154.4300	CSQ	LAC T-17	LAC TAC 17
142 154.3400	None	154.3400	CSQ	LAC T-18	LAC TAC 18
143 154.4000	151.4	154.4000	CSQ	LAC T-19	LAC TAC 19 Air-Ground
144 154.2800	None	154.2800	CSQ	ST WHT 1	STATE WHITE 1

# APPENDIX I

## SRA CLASSIFICATION CRITERIA

### LEGAL BASIS

7292.4

This classification system which defines land for which the state assumes primary financial responsibility for protecting natural resources from fire damages is based on existing law (PRC §4125-4128).

It is important to understand that the system is not based on the ability to protect an area from fire but rather on the vegetative cover and natural resource values enumerated in PRC §4126:

"The board shall include within state responsibility areas all of the following lands:

"(a)Lands covered wholly or in part in forests or by trees producing or capable of producing forest products.

"(b)Lands covered wholly or in part by timber, brush, undergrowth, or grass, whether of commercial value or not, which protect the soil from excessive erosion, retard runoff or water or accelerate water percolation, if such lands are sources or water which is available for irrigation or for domestic or industrial use.

"(c)Lands in areas which are principally used or useful for ranger or forage purposes, which are contiguous to the lands described in subdivisions (a) and (b)."

Lands which do not qualify as SRA are defined in PRC §4127:

"The board shall not include within SRA any of the following lands:

"(a)Lands owned or controlled by the federal government or any agency of the federal government.

"(b)Lands within the exterior boundaries of any city.

"©Any other lands within the state which do not come within any of the classes which are described in Section 4126."

In addition, PRC §4128, states the following:

"The board may, for purposes of administrative convenience, designate roads, pipelines, streams, or other recognizable landmarks as arbitrary boundaries."

These definitions provide the basis for the field evaluation of SRA.

## **APPENDIX J**

### **CIVIL FIRE SUPPRESSION COST RECOVERY**

#### **CONTRACT COUNTIES**

The following policies and procedures will be implemented for all Civil Fire Suppression Cost Recovery cases. This effects all State Responsibility Area fires in the Contract Counties where civil cost collection is anticipated.

1. The Contract County will have the authority to issue Letters of Demand for all Civil Fire Suppression Cost Recovery amounts of, or less than \$50,000 of State incurred costs. Those claims may not require a CDF Region, CDF Sacramento or DAO audit.
  - A. When the Contract County determines that civil cost recovery is appropriate they will notify the CDF Unit in which the Contract County has operational ties\_ by letter, requesting the submission of an FC-40 Cost Recovery Package to the Contract County officer responsible for civil cost recovery.
  - B. The CDF Unit will provide a FC-40 Cost Recovery Package listing all CDF related incident costs within 45 days of the request.
  - C. The Contract County will coordinate requests for cost recovery negotiations or negotiated amounts. The Contract County Chief, or designee, is authorized to settle claims at less than 100 percent of the original amount of the demand as appropriate.
  - D. For a settlement that is less than 100% of the original claim, the amount requested by Contract County on behalf of CDF will be reduced by a percentage which represents the amount of the total claim reduction as applied to the original claim as agreed during settlement negotiations.
  - E. The civil cost recovery official of the Contract County will process full or partial payment of the demand. Payment to CDF should be processed no later than 90 days after the Contract County receives the agreed upon settlement amount.
  - F. The Contract County will forward CDF's pro rata share of the reimbursement to the CDF official responsible for receiving cost recovery payments. Information to accompany CDF payment shall

include but not limited to the following: (1) Incident Name and Number, (2) Case Number, (3) Incident Location, (4) Responsible Party(s), and (5) Settlement Summary which explains how the settlement claim was negotiated if less than 100% of the original claim.

G. The Contract County through the appropriate court will be responsible for filing court actions in response to nonpayment or denial of demands within the two-year statute of limitations period.

2. For Civil Fire Suppression Cost Recovery amounts in excess of \$50,000, but less than \$500,000 of State incurred costs, the Southern (CSR) or Northern (CNR) California Region Fire Prevention Sections will have the authority to issue Letters of Demand.

- a. For those incidents in excess of \$50,000 in which the Contract County wants to take the cost recovery lead, a formal request to assume this role will be submitted to the CSR or CNR official responsible for receiving these requests. All requests will be then forward to the CSR or CNR Management Services Chief for approval. The request will then be forwarded to the Legal Office in Sacramento Headquarters for submission to the Attorney Generals Office.
- b. When a Contract County assumes the lead in civil cost recovery efforts on behalf of CDF, the CDF point of contact will be the CSR or CNR Cost Recovery Officer



# APPENDIX K

County of Los Angeles Fire Department  
State Responsibility Area  
Projected Capital Outlay Summary  
Fiscal Year 2001-2002

Item #	SRA Station	Station #	Address	Proposed Project	Estimated Budget	Actual
1	Agoura	65	4206 N. Cornell Rd., Agoura			
2	Arroyo Seco	82	352 Foothill Bl., La Canada	Refurbishment/Remodel	\$ 76,000.00	\$ 76,000.00
3	Big Rock	79	33957 Longview Rd., Pearblossom			
4	Calabasas	68	24130 Calabasas Rd., Calabasas			
5	Carbon Cyn.	70	3970 Carbon Canyon Rd., Malibu			
6	Castaic	149	31770 Ridge Route, Castaic			
7	Catalina	55	945 Avalon Canyon Rd., Avalon (Catalina Island)			
8	Chatsworth	75	23310 Lake Manor Dr., Chatsworth	Parking Lot	\$ 130,000.00	\$ 130,000.00
9	Encinal Cyn.	99	32550 Pacific Coast Hwy, Malibu	Refurbishment/Remodel	\$ 25,000.00	\$ 25,000.00
10	Gorman	77	46833 Peace Valley Rd., Gorman			
11	Lancaster	84	5030 West Avenue L-14, Quartz Hill			
12	Las Virgenes	125	5215 N. Las Virgenes Rd., Calabasas			
13	Lachusa	72	1832 S. Decker Rd., Malibu	Construction	\$ 1,029,000.00	\$ 71,000.00
14	Marshall Cyn.	102	4370 N. Sumner Ave., Claremont			
15	Mint Cyn.	107	18239 W. Soledad Canyon Rd., Canyon Country			
16	Monte Nido	67	25801 Pluma Rd., Calabasas			
17	Newhall	73	24875 N. San Fernando Rd., Newhall			
18	Pine Canyon	78	17021 Elizabeth Lake Rd., Lake Hughes			
19	San Dimas	141	1124 W. Puente St., San Dimas			
20	Sand Cyn.	123	26321 N. Sand Canyon Rd. Canyon Country			
21	Topanga Cyn.	69	401 S. Topanga Canyon Bl., Topanga			
22	Valencia	124	25111 Pico Canyon Rd., Stevenson Ranch	Construction	\$ 591,000.00	\$ 591,000.00
23	Vincent	80	1533 W. Sierra Hwy., Acton			

TOTAL \$ 893,000.00